

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JENNIFER ARMISTEAD,

Plaintiff,

v.

TWG MANAGEMENT, LLC,

Defendant.

Civil Action File No.:
1:24-cv-02583-MHC

**DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT**

COMES NOW, Defendant TWG Management, LLC, (“Defendant”), and, pursuant to Fed. R. Civ. P. 56, Fed. R. Civ. P. 6, and Local Rule 56.1, hereby timely files Defendant’s Memorandum of Law in Support of Defendant’s Motion for Summary Judgment, showing this Honorable Court the following:

I. INTRODUCTION

This lawsuit arises from a dog bite incident that is alleged to have occurred inside an apartment at Silver Oaks Apartment Complex (“Silver Oaks”) in Clarkston, Georgia. Silver Oaks is operated by Defendant. Plaintiff has asserted claims under O.C.G.A. § 51-2-7 (Georgia’s dog bite statute), along with negligent hiring, retention, and supervision claims against Defendant. O.C.G.A. § 51-2-7 is not

applicable to out-of-possession landlords or property managers. Moreover, under Georgia law, Defendant is only under a legal duty to protect against any dangerous condition that the Defendant has knowledge of. There is no evidence that Defendant had any knowledge of the dog involved in the incident whatsoever, much less any dangerous propensities. Additionally, Plaintiff's claims of negligence per se based on DeKalb County ordinances are inapplicable to Defendant. Finally, Plaintiff's claims of negligent hiring, training, and supervision, as well as underlying claims of punitive damages, have no legal basis. Therefore, Plaintiff's claims fail as a matter of law and Defendant is entitled to summary judgment in its favor.

II. STATEMENT OF UNDISPUTED MATERIAL FACTS

Defendant incorporates by reference its Undisputed Statement of Material Facts, which is filed contemporaneously herewith, as if fully set forth herein. Construing the evidence in a light most favorable to non-movant Plaintiff, the undisputed facts are as follows:

On the evening of January 31, 2022, Plaintiff was at home in her apartment at Mirador at Idlewood ("Mirador"). (Deposition Jennifer Armistead, attached hereto as Defendant's Exhibit "A" (hereinafter "Plaintiff's Depo."), P. 20, ll. 1). Mirador is an apartment complex directly across the street from Silver Oaks. (Plaintiff's Depo., P. 23, ll. 14-21). That evening, Plaintiff had been drinking alcohol and smoking

marijuana. (Plaintiff's Depo., P. 37, ll. 1-5; Deposition of Savannah Williamson, attached hereto as Defendants' Exhibit "B" (hereinafter "Williamson Depo."), P. 38, ll. 5-10, 16-18). At around 8:00 P.M., Plaintiff decided to walk from Mirador to an apartment located at Silver Oaks. (Plaintiff's Depo. P. 26, ll. 20-22). Plaintiff was walking over to visit Davin Terrell, who she knew because he worked and lived at Mirador. (Plaintiff's Depo., P. 22, ll. 24-25, P. 23, ll. 1-5). Plaintiff was going to see Terrell's newborn baby. (Plaintiff's Depo., P. 22, ll. 14-19). She does not know whether Terrell rented any apartment at Silver Oaks at the time of her incident. (Plaintiff's Depo., P. 29, ll. 3-14).

Defendant is the property manager of Silver Oaks. (Deposition of Kendrel Bretz, attached hereto as Defendant's Exhibit "C" (hereinafter "Bretz Depo."), P. 8, ll. 6-8). Terrell was not a tenant at Silver Oaks on January 31, 2022. (Bretz Depo., P. 20, ll. 4-8). In fact, Terrell was a former tenant and maintenance technician at Silver Oaks; however, his employment and his lease were both terminated in June 2020. (Bretz Depo, P. 19, ll 18-20).

Plaintiff had been to the Silver Oaks apartment in question at least once before. (Plaintiff's Depo., P. 25, ll. 2-4). On the night of January 31, she entered the apartment and sat in the living room with Terrell, his girlfriend and the baby. (Plaintiff's Depo., P. 33, ll. 11-19). Plaintiff knew that Terrell owned a dog and had

seen the dog with him while at Mirador. (Plaintiff's Depo., P. 28, ll. 12-15).

At some point, Terrell opened the door to a fenced-in patio and let the dog into the living room. (Plaintiff's Depo., P. 34, ll. 5-10). Plaintiff then reached down to pet the dog. (Plaintiff's Depo., P. 22, ll. 16-18; Williamson Depo., P. 38, ll. 2-4). The dog bit Plaintiff in the face. (Plaintiff's Depo., P. 38, ll. 3-4). Plaintiff does not remember the immediate aftermath, but at some point she called her daughter, Savannah Williamson, to come get her. (Plaintiff's Depo., P. 38, ll. 5-7; Williamson Depo. P. 25, ll. 8-18). Plaintiff's daughter then drove her mother to the emergency room. (Williamson, Depo, P. 34, ll. 8-10).

III. LEGAL STANDARD

Fed. R. Civ. P. 56 requires that summary judgment be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56 (c). “The moving party bears ‘the initial responsibility of informing the . . . court of the basis for its motion, and identifying those portions of the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, which it believes demonstrate the absence of a genuine issue of material fact.’” Hickson Corp. v. N. Crossarm Co., 357 F.3d 1256, 1260 (11th Cir.

2004) (*quoting Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986) (internal quotations omitted)).

Where the moving party discharges this burden, the burden then shifts to the nonmoving party to go beyond the pleadings and present specific evidence showing that there is a genuine issue of material fact (i.e., evidence that would support a jury verdict) or that the moving party is not entitled to a judgment as a matter of law. *See Fed. R. Civ. P. 56 (e); see also Celotex*, 477 U.S. at 324 – 26, 106 S. Ct. 2548. A fact is material if it is relevant or necessary to the outcome of the suit. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). This evidence must consist of more than mere conclusory allegations or legal conclusions. *See Avirgan v. Hull*, 932 F.2d. 1572, 1577 (11th Cir. 1991). Ultimately, summary judgment must be entered where “the nonmoving party has failed to make a sufficient showing on an essential element of [his] case with respect to which [he] has the burden of proof.” *Celotex*, 477 U.S. at 323, 106 S.Ct. 2548.

IV. ARGUMENT AND CITATION OF AUTHORITY

A. Plaintiff cannot recover against Defendant because Defendant owed her no legal duty.

It is well established that “the essential elements of a negligence claim are the existence of a legal duty; breach of duty; a sufficient causal connection between the

defendant's conduct and the plaintiff's injury; and damages." Henry v. Atlanta Gas Light Co., 354 Ga. App. 368, 371 (2020). "Thus, the threshold issue in a negligence action is whether and to what extent the defendant owes a legal duty to the plaintiff," which is a question of law. Id. "A legal duty sufficient to support liability in negligence is either a duty imposed by a valid statutory enactment of the legislature or a duty imposed by a recognized common law principle declared in the reported decisions of our appellate courts." Id. Here, Plaintiff's claim fail because she cannot establish that Defendant owed her any legal duty.

a. Because the bite occurred in an area that was not under the the possession or control of Defendant, Plaintiff's claims may only be analyzed under O.C.G.A. § 44-7-14.

Defendant is the property manager of Silver Oaks apartments. Under Georgia law, when a property manager undertakes control over the premises, as Defendant has with Silver Oaks, the property manager is subject to the same duties as the landlord and is treated as a landlord. *See O'Connell v. Cora Bett Thomas Realty, Inc.*, 254 Ga.App. 311, 313, 563 S.E.2d 167 (2002); Total Equity Mgmt. Corp. v. Demps, 191 Ga. App. 21, 22, 381 S.E.2d 51 (1989). Therefore, while Defendant is not the owner of the property, Defendant is treated as a "landlord" for purposes of legal analysis.

When analyzing what constitutes as “out-of-possession landlord,” Georgia courts have consistently held that the area inside the leased apartment is only within the possession of the tenant and not the landlord/property manager. *See Cham v. ECI Mgmt. Corp.*, 311 Ga. 170, 176(2)(a), 856 S.E.2d 267 (2021) (“. . . a landlord’s plot of land contains both areas that are possessed by the landlord (such as the common areas of an apartment complex) and areas possessed by tenants (i.e., the apartments themselves.”). Apartments themselves—once rented by the tenant—become “area[s] possessed by the tenant.” *Id.* Plaintiff concedes the bite happened inside an occupied apartment; therefore, Defendant is treated as an out-of-possession landlord.

In a dog-bite case, a plaintiff generally only has two valid theories under which she can recover damages: a dangerous-animal-liability theory under O.C.G.A. § 51-2-7¹, or a premises-liability theory.² Here, Plaintiff has not asserted a claim under the premises liability statute, O.C.G.A. § 51-3-1. Instead, she relies on the

¹ O.C.G.A. § 51-2-7 provides, in relevant part:

A person who owns or keeps a vicious or dangerous animal of any kind and who, by careless management or by allowing the animal to go at liberty, causes injury to another person who does not provoke the injury by his own act may be liable in damages to the person so injured. In proving vicious propensity, it shall be sufficient to show that the animal was required to be at heel or on a leash by an ordinance of a city, county, or consolidated government, and the said animal was at the time of the occurrence not at heel or on a leash.

² The deadline for Plaintiff to amend her pleadings has since expired.

dangerous-animal-liability theory under O.C.G.A. § 51-2-7. *See* Plaintiff's Complaint, at ¶ 22. However, the dog bite statute is inapplicable to Defendant and therefore Plaintiff's claims under O.C.G.A. § 51-2-7 fail as a matter of law.

Georgia courts have held that, “by its plain terms, O.C.G.A. § 51-2-7 applies only to a person who *owns or keeps* a vicious or dangerous animal. Tyner v. Matta-Troncoso, 305 Ga. 480, 488, 826 S.E.2d 100, 107 (2019). In Tyner, the plaintiff was bitten by pit bulls that escaped from a tenant’s backyard. Id. The Georgia Supreme Court held that it was an error for the court to analyze the landlord’s summary judgment motion under O.C.G.A. § 51-2-7, because there was no evidence that the defendant, as an out-of-possession landlord, “owned or kept” the dogs. Id. To hold otherwise would “effectively [write] the phrase ‘or landlord’ into O.C.G.A. § 51-2-7 where no such language exists.” Id. (*citing Conley v. Pate*, 305 Ga. 333, 335 (2) n.3, 825 S.E.2d 135 (2019) (“[W]e cannot rewrite a statute that ‘almost’ fits a case to make it apply where it clearly does not.”)). As such, O.C.G.A. § 51-2-7 is flatly inapplicable to Defendant and Plaintiff’s claims under this statute fail and must be dismissed as a matter of law.

In cases involving dog bites that occur inside a leased premises, Georgia courts have found that O.C.G.A. § 44-7-14, and not O.C.G.A. §§ 51-3-1 or 51-2-7, applies to assessing a property manager’s liability. *See Younger v. Dunagan*, 318

Ga. App. 554, 555, 733 S.E.2d 81, 82 (2012) (upholding the grant of summary judgment in favor of defendant in part because the owner is not liable to plaintiff because he leased the property and there is no evidence that the plaintiff's injuries arose from defective construction or a failure to keep the premises under repair as required by O.C.G.A. § 44-7-14); Webb v. Danforth, 234 Ga. App. 211, 505 S.E.2d 860, 861 (1998) (upholding the grant of summary judgment in favor of defendant in part because defendant was an out of possession landlord who leased the property to the dog owner.). It is undisputed that Plaintiff visited an occupied apartment at Silver Oaks and that Plaintiff's incident occurred *inside* that apartment. Based on longstanding Georgia precedent, Defendant must be treated as out-of-possession landlord who owed no duty to Plaintiff under O.C.G.A. § 51-2-7 (or O.C.G.A. § 51-3-1).

b. Defendant is not liable under O.C.G.A. § 44-7-14 as there is no evidence that Davin Terrell was a current tenant, nor is there any defective construction or failure to keep the premises in repair.

Plaintiff has not asserted a claim against Defendant under O.C.G.A. § 44-7-14; however, even if she had done so, that claim would fail as a matter of law.³

³ O.C.G.A. § 44-7-14 provides, in relevant part:

First, there is no evidence in the record that Davin Terrell was a tenant at Silver Oaks on the date of the dog bite. In fact, the only evidence in the record is that Terrell was a former tenant whose lease was terminated in June 2020, more than 18 months before Plaintiff's incident. (Bretz Depo., P. 20, ll. 4-14).

Even if Terrell had been a Silver Oaks tenant in January 2022, Plaintiff's claims would still fail because there is no evidence of any defective construction or failure to keep the apartment at issue in repair. Georgia courts have held that an out-of-possession landlord is not liable for injuries caused by a tenant's dog because the landlord's liability under O.C.G.A. § 44-7-14 is limited to injuries caused by a defective condition on the property. *See Younger v. Dunagan*, 318 Ga. App. 554, 555, 733 S.E.2d 81, 82 (2012) (affirming the grant of summary judgment in favor of an out of possession landlord against a postal worker who was injured escaping a tenant's dog, and holding "there is no evidence that [plaintiff's] injuries arose from defective construction or a failure to keep the premises under repair."); *Griffiths v. Rowe Properties*, 271 Ga. App. 344, 345, 609 S.E.2d 690, 691 (2005) (affirming the grant of summary judgement for the landlord in a dog bite case and holding "as an

Having fully parted with possession and the right of possession, the landlord is not responsible to third persons for damages resulting from the negligence or illegal use of the premises by the tenant; provided, however, the landlord is responsible for damages arising from defective construction or for damages arising from the failure to keep the premises in repair. (emphasis added).

out-of-possession landlord, Rowe's only liability to third persons is that of O.C.G.A. § 44-7-14.... That liability is premised on defective construction or failure to repair, neither of which has been shown here.”). The Complaint does not allege, nor is there any evidence of the existence of, a defect in the apartment's construction or failure to repair that caused or contributed to the dog bite. As such Defendant is entitled to summary judgment as a matter of law.

c. Even assuming O.C.G.A. § 51-2-7 was the applicable standard, Plaintiff's claims fail because Plaintiff cannot prove that Defendant had superior knowledge of the dog's aggressive tendencies.

“[I]n a typical dog-bite case, regardless of whether the action is based on the premises-liability statute or the dangerous-animal-liability statute, a plaintiff must produce evidence of the vicious propensity of the dog to show that *the owner of the premises had superior knowledge of the danger.*” Swanson v. Tackling, 335 Ga. App. 810, 812 (2016) (quoting Abundant Animal Care, LLC v. Gray, 316 Ga. App. 193, 195 (2012)) (*emphasis added*). Georgia courts have held that to hold out-of-possession landlords liable, they “must therefore present some evidence showing that the landlord had knowledge of the dogs' tendencies or propensities to do harm in order to demonstrate reasonable foreseeability. That means that here, without

some evidence rebutting the presumptive harmlessness of the [tenant's] dogs, the [plaintiff] cannot establish that it was reasonably foreseeable that [plaintiff's] injuries would arise from [the landlord's] failure to repair [the defect].” Tyner, 305 Ga. at 484. “[K]nowledge of a dog's prior aggressiveness is critical[,]” as “mere knowledge that a dog exists – or even that a particular dog exists – is not sufficient to make an attack reasonably foreseeable.” Tyner, 305 Ga. at 488 (3). Thus, a plaintiff must show both that (1) the dog had a vicious propensity, and (2) that the premises owner had superior knowledge of the dog's vicious propensity. *See Stolte v. Hammack*, 311 Ga. App. at 712 (1), 716 S.E.2d 796 (2011) (a plaintiff's “equal knowledge of the dog's vicious propensity . . . bars recovery under Georgia's premises liability statute”). Here, there is no competent evidence that Defendant had any knowledge of this dog's dangerous propensity. In fact, there's no evidence that Defendant had knowledge of the presence of the dog in the apartment *at all*.

An incident report was also prepared by then-Property Manager, Theresa Crooks, on March 10, 2022, when Defendant was first notified about Plaintiff's incident. Incident Report, attached hereto as “Exhibit D”. In the incident report, the dog was identified as a “big white dog.” Id. No white dog was found in Silver Oaks' resident files. Id. Davin Terrell was identified as a “former employee who had white dog” but—when contacted—apparently denied that the bite occurred on Silver Oak

property. Id. Terrell's "white dog" does not match Plaintiff's description of the dog who bit her. She described the attacking dog as a "brownish reddish" during her deposition. *See* Plaintiff's Depo. P. 31, ll. 2-5. She described the dog to her daughter as a "Malinois or like a big dog, black dog, or dark-colored dog" and "dark brown." *See* Williamson Depo., P. 44, ll. 18-23.

Plaintiff cannot point to any evidence that Defendant had any knowledge of Terrell being on the property on the night of her incident, being the owner of a dog that was on the property, or of the dog at issue having an dangerous tendencies.

In fact, the record points overwhelmingly to Plaintiff having superior knowledge of the dog's tendencies—good, bad or otherwise. A plaintiff is not entitled to recover if the undisputed evidence demonstrates that the plaintiff's knowledge of the hazard was equal to or greater than that of the defendant, such as in dog hazard situations. GoldOller Management Services, LLC v. Smith, 366 Ga. App. 326, 329, 882 S.E.2d 644, 647 (2022). Plaintiff testified that she had seen the dog before. Plaintiff's Depo., P. 28, ll. 12-15. In fact, she testified that the only times she had seen the dog were when Terrell was walking the dog *at Mirador*. Plaintiff's Depo., P. 16, ll. 16-25, P. 17, ll. 1-2; Williamson Depo., P. 43, ll. 14-25. Based on Plaintiff's own testimony, she had seen the dog before and interacted with it. Yet, Plaintiff never reported the dog to Silver Oaks and has no evidence of any person

reporting the dog's presence to Silver Oaks property management. Plaintiff's Depo. P. 32, ll. 14-20. Plaintiff chose to interact with the dog based on her prior encounters and did so while under the influence of alcohol and marijuana. Even after the bite, Plaintiff never reported the dog to Silver Oaks, local Animal Control, or law enforcement. Plaintiff's Depo., P. 63, ll. 8-16. "Georgia law does not presume that dogs are vicious or dangerous." Tyner, 305 Ga. at 487, 826 S.E.2d at 106. In the absence of evidence providing Defendant was aware of the dog's presence in the apartment and of aggressive tendencies.

Plaintiff's Complaint allegations are not supported by Plaintiff's deposition testimony. Even if Plaintiff had evidence that Defendant's employees had seen the dog in common areas of the property, Plaintiff's claims still fail. Under Georgia law, "a landlord's tort liability for a danger on its property is determined by the area where the danger lurks." Cham, 311 Ga. 170, at 176(2)(a).

In Jordan v. H.J. Russell Company, 371 Ga. App. 8, 12, 899 S.E.2d 514, 517 (2024), employees of the property management company had seen a minor with a gun in the common area "in the weeks before" a shooting incident. Id. However, the Court still found that this admission "does not change the analysis," as on the date of the actual shooting, the shooting took place inside his mother's apartment. Id. "Thus, the cause of the injury lay inside the apartment and the Defendants' potential

liability therefore derives from O.C.G.A. § 44-7-14.” Id.

The same analysis applies here. Even if Defendant’s employees had seen the dog outside in common areas prior to Plaintiff’s incident, there is no evidence that Defendant or its employees knew the dog was in someone’s apartment on the night of Plaintiff’s incident. As such, Plaintiff’s claims against Defendant should be dismissed as a matter of law.

B. Plaintiff cannot prove negligence per se through the DeKalb ordinances and, therefore, her claims fail as a matter of law.

Despite not being a valid theory of recovery for a dog bite, Plaintiff alleges Defendant violated DeKalb County Animal Control Ordinances.⁴ *See* Plaintiff’s Complaint, ¶ 23, [Doc. 1-1]. These ordinances broadly impose requirements on the “owners” of animals in DeKalb County, the violation of which Plaintiff argues constitutes negligence *per se*. However, these ordinances plainly do not apply to Defendant, a property manager, who did not own the dog at issue. Courts have held that plaintiffs “cannot proceed under a separate theory of negligence *per se* because [Defendant] is an out-of-possession landlord.” Lemontree Properties, LLC v. Samples, 357 Ga. App. 410, 414, 850 S.E.2d 849, 852 (2020). “As an out-of-

⁴ Plaintiff has broadly cited Code of Dekalb County, revised 1988 (Chapter 5, Sec. 5-2, 5-3, 5-4, 5-5, and 5-10).

possession landlord, [the landlord's] *only* liability to third persons is that of O.C.G.A. § 44-7-14.” Id. (quoting Griffiths v. Rowe Properties, 271 Ga. App. 344, 345, 609 S.E.2d 690, 691 (2005). “To allow a negligence *per se* claim premised on [Plaintiff's] expansive definition of an “owner” and against an out-of-possession landlord would effectively eviscerate O.C.G.A. § 44-7-14, and render the limitations imposed therein null and void.” Id. As such, Plaintiff's claims of negligence per se under the Code of DeKalb County ordinances should be dismissed as a matter of law.

**C. Plaintiff's claims of negligent hiring, training, and supervision of
Davin Terrell fail as a matter of law.**

In her Complaint, Plaintiff makes generic and unsupported claims for negligent hiring, training and supervision of Davin Terrell. *See* Plaintiff's Complaint ¶¶ 31-36, [Doc. 1-1]. These claims all fail because the undisputed evidence is that Davin Terrell was not an employee at Silver Oaks on the date of Plaintiff's incident. He was terminated in June 2020, nearly 18 months earlier. Bretz Depo. P. 17, ll. 3-12. For an employer to be held liable for negligent hiring or supervision, “there must have be sufficient evidence to establish that the employer knew or should have known of an employee's tendencies to engage in certain behavior *relevant to the injuries allegedly incurred by the plaintiff.*” Novare Group, Inc. v. Sarif, 290 Ga.

186, 718 S.E.2d 304 (2011) (emphasis added). Here, there has been no evidence produced by Plaintiff that shows a relationship between Terrell’s employment, which ended 18 months prior to the date of incident, and the incident itself.

Furthermore, Plaintiff has proven no link between Terrell’s prior employment with Defendant and her dog bite incident. The dog bite occurred during a time when Terrell was neither an employee nor a tenant. As such, any claims for negligent hiring, training, and supervision, fail as a matter of law.

D. Plaintiff’s punitive damages claim fails as a matter of law.

Because there is no viable claim against Defendant, Plaintiff’s claim for punitive damages also fails as a matter of law. Gordon v. Starwood Hotels & Resorts Worldwide, Inc., F. Supp. 2d (N.D. Ga. Sept. 26, 2011)

To the extent this Court finds that summary judgment is not appropriate on a substantive claim, summary judgment is still warranted on Plaintiff’s punitive damages claim because Plaintiff cannot meet the high threshold of proof required to recover these damages. O.C.G.A. § 51-12-5.1(b) requires proof, by clear and convincing evidence of “willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences.” A claim for punitive damages requires proof of “something more than the mere commission of a tort . . . [n]egligence alone, even

gross negligence, is insufficient to support punitive damages.” Mdc Blackshear v. Littell, 273 Ga. 169, 173 (2000); *see also* Ambling Mgmt. Co. v. Purdy, 283 Ga. App. 21, 33 (2006) (explaining “there must be circumstances of aggravation or outrage, such as spite or malice, or a fraudulent or evil motive on the part of the defendant”); Tower Fin. Servs. V. Smith, 204 Ga. App. 910, 918 (1992).

There is no evidence whatsoever that any conduct by or on behalf of Defendant rises to the level sufficient to impose punitive damages. Accordingly, Defendant is entitled to summary judgment on Plaintiff’s punitive damages claim as a matter of law.

CONCLUSION

For all the reasons outlined above, Defendant respectfully requests that its Motion for Summary Judgment be granted.

This 12th day of December, 2024.

(signatures on the following page)

Respectfully submitted,

SWIFT, CURRIE, MCGHEE & HIERS

/s/ Erica L. Morton

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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
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JENNIFER ARMISTEAD,

Plaintiff,

v.

TWG MANAGEMENT, LLC,

Defendant.

Civil Action File No.:
1:24-cv-02583-MHC

CERTIFICATE OF SERVICE

I certify that I have electronically filed this *Defendant's Memorandum of Law in Support of Motion for Summary Judgment* with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the following attorneys of record:

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This 12th day of December, 2024.

(signatures on the following page)

Respectfully submitted,
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/s/ Erica L. Morton

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Exhibit A



Transcript of **Jennifer Armistead**

Thursday, May 23, 2024

Jennifer Armistead v. TWG Development, et al.

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Reference Number: 141767

1 IN THE SUPERIOR COURT OF FULTON COUNTY

2 STATE OF GEORGIA

3

4 JENNIFER ARMISTEAD,)
5 Plaintiff,)
6 VS.) No. 23-C-04399-S1
7 DAVIN R. TERRELL and TWG)
MANAGEMENT, LLC,)
8 Defendants.)

9

10

11 DEPOSITION BY ZOOM

12 OF

13 JENNIFER ARMISTEAD

14

15 MAY 23, 2024

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1	STIPULATIONS	Page 2	1	E X A M I N A T I O N I N D E X	Page 4
2			2		
3	The deposition by Zoom of Jennifer		3	JENNIFER ARMISTEAD,	
4	Armistead is taken on this, the 23rd day of May,		4	EXAMINATION BY MR. ALBERTSON	5
5	2024 on behalf of the Defendant, pursuant to notice		5		
6	and consent of counsel, beginning at approximately		6		
7	11:07 a.m. in the law office of Zdrilich Injury Law,		7	E X H I B I T S	
8	LLC, 3575 Koger Boulevard, Suite 125, Duluth,		8		
9	Georgia 30096.		9	Exhibit No. 1 Photograph	20
10	This deposition is taken pursuant to the		10	Exhibit No. 2 Photograph	23
11	terms and provisions of the Georgia Rules of Civil		11		
12	Procedure.		12		
13	The signature of the witness was waived.		13		
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1	A P P E A R A N C E S	Page 3	1	MR. ALBERTSON: Okay. This will be the	Page 5
2			2	deposition of Jennifer Armistead taken pursuant	
3			3	to notice and agreement of counsel for purposes	
4	ON BEHALF OF THE PLAINTIFF:		4	of discovery and all other purposes permitted	
5	JOSEPH A. ZDIRILICH, ESO		5	under the Civil Practice Act.	
6	ZDIRILICH INJURY LAW, LLC		6	If agreeable with counsel, we can waive	
7	3575 Koger Boulevard		7	all formalities as to the method and manner of	
8	Suite 125		8	taking the deposition and agree to reserve	
9	Duluth, Georgia 30096		9	objections until time of first use except to	
10	Phone: (770) 931-9604		10	form and responsiveness.	
11	joe@zinjurylaw.com		11	MR. ZDIRILICH: It is so agreeable.	
12			12	MR. ALBERTSON: All right. Have you guys	
13	ON BEHALF OF THE DEFENDANTS:		13	discussed signature, or you are just going to	
14	AUSTIN ALBERTSON, ESO		14	wait until the end?	
15	SWIFT, CURRIE, MCGHEE & HIERS		15	MR. ZDIRILICH: Wait until the end.	
16	1420 Peachtree Street, N.E.		16	MR. ALBERTSON: Okay.	
17	Suite 800		17	JENNIFER ARMISTEAD,	
18	Atlanta, Georgia 30309		18	having been first duly sworn, was examined and	
19	Phone: (404) 888-6289		19	testified as follows:	
20	austin.albertson@swiftpcurrie.com		20	EXAMINATION	
21			21	BY MR. ALBERTSON:	
22	Q All right. So, Ms. Armistead, we met		22		
23	briefly before this deposition. My name is Austin		23		
24	Albertson. I represent TWG Management in this		24		
25	pending suit.		25		

1 Have you given a deposition before?
2 A No.
3 Q Okay. So I'm just going to go over a few
4 ground rules. I'm sure your attorney has already
5 talked to you about some of these. But, you know,
6 just to save some time here, if I ask you a question
7 and you answer it, I'm going to assume that you have
8 understood it.
9 If you don't understand a question,
10 that is fine. Just tell me. I can rephrase,
11 reword. I talk a little quickly. I can mumble a
12 little bit. Sometimes I am hard to hear.
13 If you don't understand something,
14 just let me know. And sometimes I will ask a bad
15 question. Just ask me to rephrase, and I will do
16 so. Make sure you give verbal responses.
17 The court reporter is going to take
18 everything down. So uh-huhs, unh-unhs, or shaking
19 your head -- she is not going to be able to get. So
20 make sure you answer everything yes or no or
21 whatever you are going to say. Just make sure that
22 they are all verbal responses.
23 Because there is a court reporter
24 here taking everything down, we are going to try not
25 to talk over each other. You know, even if --

Page 6

1 sometimes you can kind of predict my questions and
2 kind of know where I'm going.
3 Just let me get the whole question
4 out for the record, and I will let you get your
5 whole answer out.
6 A Okay.
7 Q We won't cut each other off. And we
8 talked about this briefly before we got started
9 here. But if you need a break at any point, just
10 let me know. This isn't a marathon. It is not an
11 interrogation.
12 You know, if you need to get up and
13 go to the restroom, I would just ask that you finish
14 the question I ask. And then we can take a break at
15 any time.
16 A Okay.
17 Q All right. With that being said, what is
18 your full name?
19 A Jennifer Armistead.
20 Q Okay. Do you have a middle name?
21 A I do not.
22 Q All right. Do you have any aliases or
23 nicknames?
24 A Williamson. But that was just my
25 husband's name. I never took his legally.

1 Q Got you. But you just go by Jennifer?
2 A Or Jen.
3 Q And what is your date of birth?
4 A 7-26-68.
5 Q Where were you born?
6 A Atlanta, Georgia.
7 Q All right. Now, my understanding is we
8 are here for an incident that occurred on January
9 31, 2022. Is that right?
10 A Yes.
11 Q Okay. Are you currently taking any
12 medications?
13 A No.
14 Q All right.
15 A Allergy. It is over the counter.
16 Q I don't think -- I have not taken an
17 allergy pill in the morning for, like, 10 years. I
18 struggled down here in the south. And I am from
19 here and struggle down here in the south.
20 A Yes. It is brutal.
21 Q Okay. Did you meet with your attorney
22 before this deposition today?
23 A Yes.
24 Q Okay. Did you review any documents in
25 preparation for this deposition?

Page 8

Page 7

1 A No.
2 Q Okay.
3 A Except the one I signed.
4 Q Okay. Any photographs?
5 A No.
6 Q So you said you signed a document, a
7 verification form. Right?
8 A Yes.
9 Q That was for discovery responses?
10 A Yes.
11 Q Did you review those discovery responses
12 or go over them with your attorney?
13 A No.
14 Q Okay. And what is your current address?
15 A 1261 Oakland Terrace Southwest, Atlanta,
16 30310.
17 MR. ZDIRILICH: And just to be clear, you
18 are talking about this morning. You have
19 reviewed your discovery responses, just not
20 this morning.
21 THE WITNESS: Oh, of course. Yes. Not
22 this morning.
23 MR. ZDIRILICH: I just wanted to make sure
24 I think the question was --
25 MR. ALBERTSON: Got you.

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<p>1 BY MR. ALBERTSON:</p> <p>2 Q Okay. So you said 1261 Oakland Terrace</p> <p>3 Southwest.</p> <p>4 A Correct.</p> <p>5 Q How long have you lived there?</p> <p>6 A About a month and a half.</p> <p>7 Q Okay. Where were you before that?</p> <p>8 A Grant Park. 465 Robinson Avenue 30315.</p> <p>9 Q And how long were you at Robinson Avenue?</p> <p>10 A A couple of months.</p> <p>11 Q All right. And where did you live before</p> <p>12 Robinson Avenue?</p> <p>13 A Lawrenceville. 365 Foxcroft Road 30043.</p> <p>14 Q I think that is -- I have you lived there</p> <p>15 starting in August 2022. Does that sound right?</p> <p>16 A That is correct.</p> <p>17 Q Okay. And before that, you were at the</p> <p>18 818 Brockett Way in Clarkston, Georgia?</p> <p>19 A Correct.</p> <p>20 Q Perfect. All right. So at 1261 Oakland</p> <p>21 Terrace Southwest -- does anyone else live there</p> <p>22 with you?</p> <p>23 A My daughter.</p> <p>24 Q And what is her name?</p> <p>25 A Savannah Williamson.</p>	<p>Page 10</p>	<p>1 A Correct.</p> <p>2 Q Okay. So if my math is right, she would</p> <p>3 have been 22 at the time?</p> <p>4 A She would have just turned -- because she</p> <p>5 was born in '99. So --</p> <p>6 Q Okay.</p> <p>7 A In January of '99.</p> <p>8 Q Perfect. All right. So other than</p> <p>9 Savannah, do you have any other children?</p> <p>10 A I do not.</p> <p>11 Q Okay. Do you have any grandchildren?</p> <p>12 A No. No.</p> <p>13 Q What is the highest grade you have</p> <p>14 completed in school?</p> <p>15 A Three years of college.</p> <p>16 Q And where was that?</p> <p>17 A University of Georgia.</p> <p>18 Q Did you graduate?</p> <p>19 A I did not.</p> <p>20 Q Okay. What were you going to school for?</p> <p>21 A Social work.</p> <p>22 Q All right. And where did you graduate</p> <p>23 high school?</p> <p>24 A Crestwood High School, Dunwoody.</p> <p>25 Q Have you ever served in the military?</p>	<p>Page 12</p>
<p>1 Q And how old is she?</p> <p>2 A Twenty-five.</p> <p>3 Q And did she also live with you at Robinson</p> <p>4 Avenue?</p> <p>5 A No.</p> <p>6 Q No. Okay.</p> <p>7 A Oh, yes. Yes. Sorry.</p> <p>8 Q She did. Okay.</p> <p>9 And did she live with you at</p> <p>10 Foxcroft?</p> <p>11 A No.</p> <p>12 Q And what about 818 Brockett Way?</p> <p>13 A Yes.</p> <p>14 Q Okay. That is the only person that lives</p> <p>15 with you at Oakland Terrace?</p> <p>16 A No. Hayden Rucker.</p> <p>17 Q And who is Hayden Rucker?</p> <p>18 A My daughter's friend.</p> <p>19 Q And how old is Hayden?</p> <p>20 A Thirty.</p> <p>21 Q Did Hayden live with you at 818 Brockett</p> <p>22 Way?</p> <p>23 A No.</p> <p>24 Q Okay. So on January 31, 2022, the only</p> <p>25 person living with you was Savannah Williamson?</p>	<p>Page 11</p>	<p>1 A No.</p> <p>2 Q All right. Do you have any criminal</p> <p>3 history?</p> <p>4 A Traffic. No felonies or anything like</p> <p>5 that.</p> <p>6 Q Like, speeding tickets?</p> <p>7 A Uh-huh. DUI.</p> <p>8 Q Was the DUI in Georgia.</p> <p>9 A Yes.</p> <p>10 Q Do you know what county it was in?</p> <p>11 A Forsyth.</p> <p>12 Q Okay. Have you ever filed a lawsuit</p> <p>13 before other than this one?</p> <p>14 A Yes.</p> <p>15 Q Okay. Can you tell me about that one?</p> <p>16 A My husband and I were on the way to work,</p> <p>17 and a woman rear-ended us. He had major cervical --</p> <p>18 Q He did?</p> <p>19 A Yes. I had minimal.</p> <p>20 Q And where was that accident?</p> <p>21 A It was in Roswell.</p> <p>22 Q And about how long ago was it?</p> <p>23 A 27, 28 years ago.</p> <p>24 Q Okay.</p> <p>25 A Or longer. Something like that.</p>	<p>Page 13</p>

<p>1 Q Have you ever filed for bankruptcy? 2 A Yes. 3 Q When? 4 A 20 years ago probably. 5 Q And just the one time? 6 A Yes. 7 Q Okay. Have you ever filed for disability? 8 A No. 9 Q All right. Easy enough. All right. 10 A And are you currently employed? 11 A Yes. 12 Q And where do you work? 13 A Wylie and Rum. W-Y-L-I-E and Rum. 14 Q And where is that? 15 A Atlanta. 16 Q Okay. And what do you do there? 17 A Manager. Assistant manager. 18 Q And what do they sell? 19 A Food. Beverage. It is a restaurant. 20 Q Got you. And how long have you been 21 working there? 22 A Since mid February. 23 Q Who is your supervisor? 24 A Marcus Merit and David Lewis. He is the 25 owner.</p>	Page 14	<p>1 sure your attorneys love hearing all of these 2 questions 27 times in a row. 3 Okay. So just some general 4 questions. Are you wearing any makeup today? 5 A No. 6 Q Okay. So you are not wearing any makeup 7 anywhere on your face? 8 A I have lip stuff. 9 Q Just on your lips. Okay. But no light 10 foundation or anything like that? 11 A No. 12 Q Okay. So since the accident happened, 13 have you used any over-the-counter, like, cream or 14 ointment on your face of any kind? 15 A Aquaphor and moisturizer. 16 Q When did you start using Aquaphor? 17 A After the accident, after I discontinued 18 the Bacitracin, or the antibiotic ointment. 19 Q Okay. Are you still using Aquaphor every 20 day? 21 A Not every day. I use moisturizer, heavy 22 duty moisturizer, every day. 23 Q Okay. Have you used any, like, scar cream 24 or scar removal cream? 25 A Just the Aquaphor.</p>	Page 16
<p>1 Q Before Wylie and Rum, where did you work 2 before that? 3 A I worked at Warby Parker, but I have been 4 out of work since the incident. 5 Q So Warby Parker. You were -- were you 6 working at Warby when the incident occurred? 7 A Yes. 8 Q Okay. And then you left shortly 9 thereafter? 10 A Yes. 11 Q Okay. What were you doing at Warby 12 Parker? 13 A A licensed dispensing optician. Glasses. 14 Q Everything has got such an official title 15 now. 16 A Well, it is a state license. You have to 17 have a license in order to dispense glasses. 18 Q Got you. And how long were you at Warby 19 Parker? 20 A Just seven months. 21 Q Okay. And so that ended -- so January 31, 22 2022 -- that is the last time you worked there? 23 A Yes. 24 Q Okay. This part is always the fun part 25 going through all the introductory questions. I'm</p>	Page 15	<p>1 Just Aquaphor. Okay. 2 Have you ever used scar remover -- or 3 scar removal cream of any kind anywhere other than 4 your face? 5 A Unh-unh. 6 Q Have you ever gone to a dermatologist or a 7 spa for, like, a facial or anything since the 8 accident? 9 A I have gone -- since, no. 10 Q Okay. All right. 11 A Except consult for the plastic surgery. 12 Q Right. Right. Okay. But no, like, spa 13 treatment or anything like that? 14 A Unh-unh. 15 Q Okay. Well, I'm going to jump into what 16 we are actually here for today. 17 So on January 31, 2022, I guess my 18 first question is: Do you remember what you were 19 doing that day, like, in the morning? 20 A No. 21 Q Do you remember what day of the week it 22 was? 23 A I do not. 24 Q Okay. Do you remember if it was -- let's 25 say what a typical day would look like normally</p>	Page 17

<p>1 during that time period.</p> <p>2 A I was off. I got up, probably had a</p> <p>3 smoothie.</p> <p>4 Q This is wholly unrelated, but what kind of</p> <p>5 smoothie?</p> <p>6 A Usually strawberry and banana and</p> <p>7 chocolate with Greek yogurt.</p> <p>8 Q That is what I put in mine; so I feel less</p> <p>9 bad about calling it a healthy smoothie.</p> <p>10 MR. ZDIRILICH: Off the record.</p> <p>11 (Whereupon, there was a</p> <p>12 discussion off the record, and</p> <p>13 the deposition continued as</p> <p>14 follows:)</p> <p>15 BY MR. ALBERTSON:</p> <p>16 Q All right. So you get up in the morning.</p> <p>17 So what time did this accident happen? Was it</p> <p>18 morning? Afternoon? Night?</p> <p>19 A It was evening, night.</p> <p>20 Q Okay. So it is in the evening time.</p> <p>21 Would you normally have anything,</p> <p>22 like, to drink at night?</p> <p>23 A An occasional glass of wine.</p> <p>24 Q Are you a smoker of any kind?</p> <p>25 A Yes.</p>	<p>Page 18</p>	<p>1 A Mirador at Idlewood.</p> <p>2 (Whereupon, Exhibit No. 1 was</p> <p>3 marked for identification and is</p> <p>4 attached hereto.)</p> <p>5 BY MR. ALBERTSON:</p> <p>6 Q So I have put this in as Exhibit 1. And</p> <p>7 these might be tough to see. So if they are, please</p> <p>8 let me know. But I have a Google image of what I</p> <p>9 believe to be Mirador's complex layout.</p> <p>10 So I have -- it might be hard to see.</p> <p>11 But where this red dot is here -- to my</p> <p>12 understanding, this is the entrance of Mirador.</p> <p>13 A Correct.</p> <p>14 Q So can you kind of tell me what it is --</p> <p>15 when you first come in here, what is this area over</p> <p>16 here?</p> <p>17 A The pool and the leasing office.</p> <p>18 Q Okay. Are these buildings over here too</p> <p>19 on your right?</p> <p>20 A These are more apartments. Those are the</p> <p>21 same apartments.</p> <p>22 Q So those are just apartments?</p> <p>23 A Correct.</p> <p>24 Q Okay. So is there, like, a -- like, a</p> <p>25 mail room or, like, a central gathering spot?</p>	<p>Page 20</p>
<p>1 Q So a typical night you would have, like, a</p> <p>2 smoke or something?</p> <p>3 A Cigarettes. Yes.</p> <p>4 Q Okay. Cigarettes?</p> <p>5 A Uh-huh.</p> <p>6 Q That is the only thing you smoke?</p> <p>7 A Marijuana.</p> <p>8 Q Okay. And the only one that would be</p> <p>9 there with you if you were smoking is your daughter?</p> <p>10 A Correct.</p> <p>11 Q Okay. On a typical night, would you --</p> <p>12 would you have a glass of wine?</p> <p>13 A Not every night.</p> <p>14 Q Okay. What about smoking, either</p> <p>15 cigarettes or marijuana?</p> <p>16 A Cigarettes definitely.</p> <p>17 Q Okay. Were you -- was the marijuana use</p> <p>18 -- was it medically authorized by a doctor or</p> <p>19 anything?</p> <p>20 A No.</p> <p>21 Q Okay. So what was the -- were you living</p> <p>22 in a house or an apartment?</p> <p>23 A Apartment.</p> <p>24 Q Okay. What was the name of that apartment</p> <p>25 complex?</p>	<p>Page 19</p>	<p>1 A There is a mailbox here, which was mine.</p> <p>2 And then there is, I think, another one over here.</p> <p>3 Q Can you circle those on that for me if you</p> <p>4 don't mind?</p> <p>5 A Sure. (Witness complies.)</p> <p>6 Q It doesn't have to be exact. It is just</p> <p>7 so I can get an idea of the layout.</p> <p>8 A Right here.</p> <p>9 Q And then the other ones --</p> <p>10 A I think there is another one here.</p> <p>11 Q Okay.</p> <p>12 A But I -- I mean, this one is not --</p> <p>13 Q So the complex goes very far back.</p> <p>14 A It does. Yes.</p> <p>15 Q Okay. So if you could -- did you know</p> <p>16 about where your apartment would be in this complex?</p> <p>17 A Here.</p> <p>18 Q Okay. So that would be -- if I am looking</p> <p>19 at it on my end over here, it is somewhere in this</p> <p>20 area right here.</p> <p>21 A Correct.</p> <p>22 Q Okay. If you don't mind --</p> <p>23 A If I am looking at it correctly, yes.</p> <p>24 Q I hate aerial view.</p> <p>25 But if you could, will you just kind</p>	<p>Page 21</p>

<p>1 of draw an arrow to that and just write "apartment" 2 on that? That way I can distinguish it. 3 A Like here? 4 Q Yeah. Just somewhere I can -- 5 A I don't know if you can see the pen. 6 Actually, can I get another one? 7 Q Yeah. Mine is probably not that great. 8 A (Witness complies.) 9 Q Perfect. All right. So you are at your 10 apartment. So just kind of that evening, do you 11 remember -- did you leave your apartment at some 12 point that evening? 13 A Yes. 14 Q Okay. Can you kind of walk me through 15 that? So you leave your apartment. What was the 16 purpose of leaving the apartment that night? 17 A To go see the baby. 18 Q And that is whose baby? 19 A Davin. 20 Q D-E-V-I-N? 21 A A-N, I believe. 22 Q And what is Davin's last name? 23 A Terrell. 24 Q And how did you know Davin Terrell? 25 A He was a maintenance man in my complex</p>	Page 22	Page 24
<p>1 when I first met him. 2 Q In Mirador? 3 A Correct. 4 Q Did he live in Mirador? 5 A When I first met him, yes. 6 Q Okay. And when did you first meet him 7 roughly? 8 A Maybe a year and a half before the 9 incident. 10 Q Okay. So back at, let's say, 2020-ish? 11 A Uh-huh. 12 Q Okay. So it was Davin's baby. You were 13 walking over to see Davin's baby. 14 Where did Davin live at the time? 15 A At the time of the incident, across the 16 street. 17 Q Across the street. 18 A Uh-huh. 19 Q And that would have been Silver Oaks 20 apartment complex. 21 A I believe so. 22 Q Okay. Let me shift through all of my 23 other things here. Okay. 24 (Whereupon, Exhibit No. 2 was 25 marked for identification and is</p>	Page 23	Page 25
<p>1 attached hereto.) 2 BY MR. ALBERTSON: 3 Q I'm going to show you Exhibit 2, which as 4 I'm sure you can get is an overhead of Silver Oaks. 5 So the same kind of thing. To my 6 understanding, this dot right here is the entrance 7 to Silver Oaks. So that right there is Mirador. 8 Right? 9 A Uh-huh. 10 Q Okay. So if you could, can you kind of 11 show me where that apartment would have been that 12 you were walking towards? 13 A It would have been right about here, I 14 think. 15 Q Okay. 16 A I think. 17 Q If you could draw an arrow to that and 18 just write "Davin's apartment." 19 A (Witness complies.) 20 Q Okay. So you are walking -- so you are 21 coming from your apartment over here -- or here. 22 Right? This is your apartment. 23 So you would walk from down Brockett 24 Way and then cross the street over, and that is 25 where he -- at the time you believe he was living.</p>	Page 23	Page 25

<p>1 Q Okay. Silver Oaks apartments -- had you 2 ever spoken with anyone who worked for Silver Oaks 3 apartments?</p> <p>4 A No. Not except him.</p> <p>5 Q Had you ever seen someone that worked in, 6 like, the leasing office --</p> <p>7 A No.</p> <p>8 Q -- or, like, a maintenance person?</p> <p>9 A Personally, no.</p> <p>10 Q Okay. How often would you visit Silver 11 Oaks?</p> <p>12 A Just that one time and maybe one time 13 before that.</p> <p>14 Q Okay. So when he tells you to come over 15 to see the baby, did he send you the address to it 16 to get over there, or you had been there?</p> <p>17 A I had been there once before.</p> <p>18 Q Okay. And just knew where it was?</p> <p>19 A Uh-huh.</p> <p>20 Q And so you walked over to the property. 21 Right?</p> <p>22 A Correct.</p> <p>23 Q Did you walk over alone?</p> <p>24 A Yes.</p> <p>25 Q Do you remember which apartment it was?</p>	<p style="text-align: right;">Page 26</p> <p>1 maybe one other time. How many times had you been 2 with Mr. Terrell?</p> <p>3 A Just a couple of times. Mostly just --</p> <p>4 when he did work for my complex, he would come and 5 fix stuff.</p> <p>6 Q Is that how you ended up with his cell 7 phone number, is he had done work there?</p> <p>8 A Yeah.</p> <p>9 Q Okay. And so you had maybe been around 10 Mr. Terrell a handful of times?</p> <p>11 A Yes.</p> <p>12 Q Okay. So as you get over there, at some 13 point you see this dog that he has. Had you ever 14 seen the dog before?</p> <p>15 A Yes.</p> <p>16 Q Okay. How many times had you seen the dog 17 before?</p> <p>18 A In passing, I used to walk -- because he 19 lived, I would say, here. And they had patios, and 20 my dog would look at his dog.</p> <p>21 Q Okay. Can you do me a favor? Can you 22 draw a line to that and put Davin's former apartment 23 or something there. That way I can delineate it.</p> <p>24 A (Witness complies.)</p> <p>25 Q Okay. So he had had the dog when he lived</p>
<p>1 A No.</p> <p>2 Q You don't remember the number or anything?</p> <p>3 A I do not.</p> <p>4 Q Okay. So you said it was in the evening. 5 If you had to estimate around a time 6 you walk over, is it closer to, like, 7:00 or closer 7 to, like, midnight?</p> <p>8 A Oh, closer to, like, 8:00.</p> <p>9 Q 8:00-ish?</p> <p>10 A Uh-huh.</p> <p>11 Q Okay. So when you get over to the 12 apartment, who was there when you got there?</p> <p>13 A His girlfriend, the baby, and him.</p> <p>14 Q The girlfriend being Erica?</p> <p>15 A I think, yes. I mean, I know she was 16 there. I think that is her name.</p> <p>17 Q Right. Now, you had been over there 18 before. Is that typically who had been in the 19 apartment, is the girlfriend and him?</p> <p>20 A Uh-huh. I don't think she was there the 21 first time. I'm not sure.</p> <p>22 Q Okay. But it was just the two of them. 23 There were no other children or anything like that?</p> <p>24 A Correct.</p> <p>25 Q Okay. So you had been in the apartment</p>	<p style="text-align: right;">Page 27</p> <p>1 at Mirador?</p> <p>2 A Uh-huh.</p> <p>3 Q Okay. But you don't know -- as we sit 4 here today, you don't actually know whether or not 5 it was actually Davin's apartment you were going to 6 as in -- if his name was on the lease or not.</p> <p>7 A No.</p> <p>8 Q Okay. And you have no way of knowing if 9 anyone at Silver Oaks actually knew that Davin lived 10 on the property or was on the property?</p> <p>11 A I have no idea.</p> <p>12 Q Okay. You never saw him speak with anyone 13 in the leasing office at Silver Oaks or --</p> <p>14 A I did not. No.</p> <p>15 Q Okay. So you knew that he owned the dog 16 when you went over that night. Had you seen it in 17 passing?</p> <p>18 A I had seen it in passing.</p> <p>19 Q Did you expect the dog to be there when 20 you got there?</p> <p>21 A I didn't think about it, to be honest.</p> <p>22 Q Okay. Do you have any idea how long 23 Mr. Terrell had owned this dog?</p> <p>24 A I do not.</p> <p>25 Q Okay. You don't know if he rescued it or</p>

<p>1 bought it or --</p> <p>2 A I don't know.</p> <p>3 Q He is a mysterious guy, is what I have</p> <p>4 gathered: Mr. Terrell.</p> <p>5 Okay. Do you know what an Akita dog</p> <p>6 breed is?</p> <p>7 A Yes.</p> <p>8 Q Okay. Do you know or believe Akitas have</p> <p>9 any traits of any specific kind?</p> <p>10 A I do. I had -- when I was growing up, we</p> <p>11 had a St. Bernard, and there was an Akita in our</p> <p>12 neighborhood. And it was -- my St. Bernard did not</p> <p>13 like that Akita, but I didn't really have --</p> <p>14 Q Right. So what type of traits would you</p> <p>15 attribute to an Akita based on that? You said the</p> <p>16 dog didn't like it. Did you have any issue with</p> <p>17 that Akita?</p> <p>18 A Not personally. But my dog was always</p> <p>19 there. So that dog was not -- would not be able to</p> <p>20 get anywhere near me because my dog --</p> <p>21 Q Right. Did that Akita get aggressive with</p> <p>22 you at all?</p> <p>23 A No.</p> <p>24 Q Okay. In terms of Mr. Terrell's Akita,</p> <p>25 can you sort of describe it to me, what it looked</p>	Page 30	Page 32
<p>1 like?</p> <p>2 A Rust colored, big head.</p> <p>3 Q When you say "rust," like a brownish</p> <p>4 white?</p> <p>5 A Brownish reddish.</p> <p>6 Q Brownish reddish. Okay.</p> <p>7 A I just remember a very large head.</p> <p>8 Q Do you know about how tall it would have</p> <p>9 been?</p> <p>10 A (Demonstrating.)</p> <p>11 Q About the height of the table?</p> <p>12 A Maybe not that -- yeah. No. Oh, I am</p> <p>13 sorry. I would say -- I don't -- about like that.</p> <p>14 Like the size of a shepherd.</p> <p>15 Q Okay. That will work.</p> <p>16 And you said -- so had you ever heard</p> <p>17 the dog's name before the incident?</p> <p>18 A Not that I recall.</p> <p>19 Q So the name -- you found out the name</p> <p>20 after the incident happened?</p> <p>21 A I found out the name when I got a copy of</p> <p>22 the rabies report to make sure he wasn't rabid.</p> <p>23 Q Now, where did that -- you said you got a</p> <p>24 copy of the rabies report. How did you get a copy</p> <p>25 of that?</p>	Page 31	Page 33

<p>1 A Correct.</p> <p>2 Q So as you were sitting there, you didn't</p> <p>3 think that the dog would be there?</p> <p>4 A Unh-unh.</p> <p>5 Q So when did you first have an interaction</p> <p>6 with the dog?</p> <p>7 A He opened the door, let the dog in. And</p> <p>8 the sliding glass door was probably that distance,</p> <p>9 you know, from where I was sitting. And the dog</p> <p>10 immediately walked up to me.</p> <p>11 Q So you said the sliding glass door. So</p> <p>12 let's say -- is 10, 15 feet fair?</p> <p>13 A Yeah. Max.</p> <p>14 Q Okay. Did the sliding glass door have</p> <p>15 any, like, shades over it or curtain or anything?</p> <p>16 A It is -- I'm not one hundred percent sure.</p> <p>17 But it seems like it had those, you know, lever</p> <p>18 blinds.</p> <p>19 Q Little swing dividers?</p> <p>20 A Well, the vertical blinds.</p> <p>21 Q Yeah. Yeah. Okay. Could you see</p> <p>22 out through it?</p> <p>23 A Unh-unh.</p> <p>24 Q Okay. So he opens up the patio door. The</p> <p>25 dog comes inside. Does the dog make any immediate</p>	Page 34	<p>1 Q Yeah. I got him at six months. I wish I</p> <p>2 had got him when he was a full puppy because there</p> <p>3 are some tendencies that I cannot break him of. But</p> <p>4 it is fine.</p> <p>5 Okay. Can you think of an incident</p> <p>6 anytime before January 2022 where a dog actually</p> <p>7 attempted to, like, lunge at you or attack you in</p> <p>8 any way but wasn't successful?</p> <p>9 A No.</p> <p>10 Q Have you ever been bit at or snapped at by</p> <p>11 a dog?</p> <p>12 A No.</p> <p>13 Q Okay. So would you agree with me that it</p> <p>14 is not safe to reach down and pet an animal that you</p> <p>15 are not familiar with?</p> <p>16 MR. ZDIRILICH: I'm just going to object</p> <p>17 to form, but go ahead.</p> <p>18 THE WITNESS: Yes. But --</p> <p>19 BY MR. ALBERTSON:</p> <p>20 Q And -- I'm sorry. I didn't mean to cut</p> <p>21 you off.</p> <p>22 A Yes. In most circumstances, absolutely.</p> <p>23 Q And you said -- well, I got to ask you:</p> <p>24 That night do you remember whether you had smoked?</p> <p>25 A Cigarettes?</p>	Page 36
<p>1 movements or anything?</p> <p>2 A He headed straight towards me.</p> <p>3 Q Okay. Did you attempt to pet the dog?</p> <p>4 A I did.</p> <p>5 Q Okay. Had you pet the dog before?</p> <p>6 A Not that I recall but -- no.</p> <p>7 Q So is it fair to say that you weren't very</p> <p>8 familiar with this dog?</p> <p>9 A That is correct.</p> <p>10 Q Do you own a dog?</p> <p>11 A Yes.</p> <p>12 Q Okay. What kind of dog do you own?</p> <p>13 A Mixed pit.</p> <p>14 Q And how long have you had this mixed pit?</p> <p>15 A Ten years.</p> <p>16 Q Wow. Did you get it as a puppy?</p> <p>17 A Got her at nine months. She was at Cobb</p> <p>18 County Shelter.</p> <p>19 Q I have a pit too, and she is stubborn.</p> <p>20 A Mine was abused.</p> <p>21 Q Oh, so she is a little bit more skittish?</p> <p>22 A Yes.</p> <p>23 Q Mine is a little more pampered and has --</p> <p>24 A Well, don't get me wrong. She is</p> <p>25 pampered.</p>	Page 35	<p>1 Q Or marijuana.</p> <p>2 A Absolutely. Yes, I had.</p> <p>3 Q Okay. Had you had anything to drink?</p> <p>4 A I had had a glass of wine, I think.</p> <p>5 Somewhere around there.</p> <p>6 Q So would you agree with me that</p> <p>7 interacting with a dog you are unfamiliar with while</p> <p>8 under the influence of drugs or alcohol is not safe?</p> <p>9 A Yes.</p> <p>10 Q Okay. So the dog comes in. It heads</p> <p>11 straight for you.</p> <p>12 So did you attempt to reach down and,</p> <p>13 like, pet it? Did you notice anything wrong with</p> <p>14 the dog or anything when it came in?</p> <p>15 A I did not.</p> <p>16 Q Okay. So you reached down, and the dog</p> <p>17 just keeps coming at you?</p> <p>18 A Correct.</p> <p>19 Q Okay. Well, then to the best of your</p> <p>20 recollection, can you kind of -- how did the bite</p> <p>21 happen? Did the dog just jump up on you?</p> <p>22 A To the best my recollection, the couch was</p> <p>23 lower than this chair.</p> <p>24 Q Okay.</p> <p>25 A So it was -- he didn't -- I don't recall</p>	Page 37

<p>1 him putting his paws on me. I just -- his snout 2 coming at my face. 3 Q Just immediately went to bite you? 4 A Uh-huh. 5 Q Okay. Do you remember if you -- if you 6 had lost consciousness or anything? 7 A No. I don't remember. It is very fuzzy. 8 I went into shock. 9 Q Right. Understandable. 10 So as that happens, do you remember 11 who would have pulled the dog off of you, or did you 12 force the dog off? 13 A I don't recall. 14 Q Okay. Okay. But somehow the dog gets off 15 of you? 16 A (The witness nodded.) 17 Q And do you remember whether it was let 18 outside or pulled away or -- 19 A I don't -- I don't recall. 20 Q Okay. So you wouldn't remember any -- 21 Mr. Terrell saying anything to you in the immediate 22 aftermath or Erica? 23 A The only thing I recall is her being in 24 shock. I mean, her -- the look on her face. But I 25 don't know.</p>	Page 38	Page 40
<p>1 Q So immediately after the bite happens, do 2 you recall -- did you get up from the couch? Did 3 you go into the next room? Grab your face? 4 A I stayed on the couch as far as I can 5 recall. 6 Q And you just don't remember any of the 7 actions that Erica or Davin were doing outside of 8 the apartment as this was going on? 9 A Correct. 10 Q Okay. So the only witnesses to the actual 11 bite were Erica and Davin? 12 A Correct. 13 Q Okay. Well, I guess the baby. But I 14 don't know that we can depose the baby. 15 So have you ever spoken to Erica 16 since? 17 A Afterwards, when Davin brought me the 18 rabies report, she Facetimed because she wanted to 19 check on me while Davin was there on his phone. 20 Q On his phone. 21 A Correct. 22 Q So you never had Erica's number directly. 23 A Not that I recall. 24 Q Okay. Do you know -- so after the 25 Facetime, you and Erica never spoke again?</p>	Page 39	Page 41
<p>1 A Not that I recall. 2 Q Okay. 3 A She may have called to check on me one 4 more time. But no. I guess not because I don't 5 have her number. 6 Q Okay. 7 A I am not sure. 8 Q That was my next question. So you saved 9 me one. 10 So what is your first memory after 11 the bite then? 12 A My daughter, I guess, came to get me. And 13 I remember talking to her. I had no idea how bad it 14 was. She is like, "We got to go to the hospital." 15 Q So your daughter comes over. Did she come 16 over by herself? 17 A No. She brought her -- her boyfriend was 18 with her and her boyfriend's uncle. 19 Q And what is the boyfriend's name? 20 A Josh Martin. Joshua Martin. 21 Q And do you know his uncle's name? 22 A That is all I know. 23 Q Did Josh live at Mirador? 24 A Yes. 25 Q Okay. But not with you.</p>	Page 41	Page 41

<p>1 Q Okay. About how quick would you say your 2 daughter arrived after the bite?</p> <p>3 A I don't know. Maybe 10 minutes. Maybe. 4 I don't know.</p> <p>5 Q Did anyone call 911 while you were there?</p> <p>6 A I don't know.</p> <p>7 QOkay. And you said -- so your daughter 8 takes you to the ER?</p> <p>9 A Correct.</p> <p>10 Q With -- so did Josh Martin and his uncle 11 go with you guys?</p> <p>12 A Yeah.</p> <p>13 QOkay. Do you know why an ambulance wasn't 14 called or anything?</p> <p>15 A I don't know.</p> <p>16 QOkay.</p> <p>17 A My guess is because we were close to the 18 hospital. I don't know. You would have to ask 19 Savannah that.</p> <p>20 Q And that is Emory Decatur. Right?</p> <p>21 A Correct.</p> <p>22 Q So your daughter takes you to Emory 23 Decatur. Did her -- did she come inside with you?</p> <p>24 A Yes.</p> <p>25 QOkay. Did the boyfriend or the uncle?</p>	Page 42	<p>1 Q Do you remember anything you told them 2 about the incident?</p> <p>3 A Beyond attacked by a dog, I don't.</p> <p>4 Q You don't remember telling them where it 5 would have happened or --</p> <p>6 A I don't recall.</p> <p>7 Q -- the nature of it? Okay.</p> <p>8 Would you have any reason to doubt 9 your medical records?</p> <p>10 A Having worked for a doctor for a long 11 time, yes. But I don't know.</p> <p>12 Q What do you mean by that?</p> <p>13 A Well, sometimes doctors go -- you know, 14 they have forms. And they --</p> <p>15 Q So if a doctor were to write down a 16 narrative of what he believes you are communicating 17 happened, you would have no reason to doubt the 18 notes he takes?</p> <p>19 A I would have no reason to doubt. I can't 20 say I wouldn't doubt it, but I have no reason to 21 doubt it.</p> <p>22 Q So you are at Emory Decatur, which you 23 said is relatively close to your house. Right?</p> <p>24 A Yes.</p> <p>25 Q So at some point, they make the decision</p>	Page 44
<p>1 A No.</p> <p>2 Q Okay. When you get to Emory Decatur -- by 3 the way, we are -- do you need a break of any kind?</p> <p>4 A I'm okay.</p> <p>5 Q Okay. Did you speak with the ER staff 6 when you got to Emory Decatur?</p> <p>7 A I'm sure I did.</p> <p>8 Q Okay. Did your daughter?</p> <p>9 A Probably.</p> <p>10 Q Okay. Do you remember what you told ER 11 staff when you first got admitted?</p> <p>12 A I do not. They asked what happened, and 13 then I said I was attacked by a dog. I don't know.</p> <p>14 Q Okay. So when they asked what happened, 15 did you talk to the physicians and the nurses there, 16 or did your daughter?</p> <p>17 A A combination of both, I would say.</p> <p>18 Q But you don't remember what you or your 19 daughter told the ER staff?</p> <p>20 A I do not.</p> <p>21 Q Okay. So if the admitting nurse taking 22 you in was kind of asking for a synopsis of what 23 happened, would you say it was mostly you or mostly 24 your daughter describing the incident?</p> <p>25 A Again, I don't know. I -- I don't know.</p>	Page 43	<p>1 to transfer you to Grady?</p> <p>2 A Correct.</p> <p>3 Q Okay. Did they communicate to you the 4 reason for that?</p> <p>5 A They did not have a surgeon on staff that 6 could handle it.</p> <p>7 Q Okay.</p> <p>8 A That is about when things start to get a 9 little bit more clear for me.</p> <p>10 Q Okay. So you are transported by EMS?</p> <p>11 A By ambulance. Uh-huh.</p> <p>12 Q Do you remember saying anything to the EMS 13 providers?</p> <p>14 A He just asked what happened, and I said it 15 was a dog bite. And he said it is the worst one he 16 had ever seen in 20 years.</p> <p>17 Q The EMS worker did?</p> <p>18 A Yes.</p> <p>19 Q Okay. And at this point, you said it gets 20 a little bit more clear for you.</p> <p>21 A A little bit.</p> <p>22 Q At this point -- so it is mostly -- at 23 this point, it is you telling the providers what 24 happened?</p> <p>25 A Correct.</p>	Page 45

<p>1 Q Okay. Not -- your daughter is not -- 2 A She is not there. 3 Q Okay. So at that point, your daughter is 4 not there. 5 A (No audible response.) 6 Q Okay. So you get to Grady. They admit 7 you. 8 Do you remember anything you told 9 those providers when they first admitted you? 10 A No. The only thing I remember is being 11 wheeled on a gurney, and there were some nurses 12 sitting over to the left. 13 And they asked EMT what happened. 14 And he said, again, "It is the worst dog bite I have 15 ever seen." 16 And my response was, "I can hear 17 y'all." 18 Q So you were hearing what the EMS was 19 saying? 20 A I was right there. Yes. 21 Q Yeah. And before, the EMS had asked you 22 specifically what had happened. Right? He was just 23 communicating what you had said? 24 A Exactly. 25 Q And so at this point -- so your daughter</p>	<p>Page 46</p>	<p>1 A Him bringing a copy. 2 Q Bringing you a copy over. Got you. Okay. 3 Which was going to be my next point on this. 4 So after you leave the ER that night 5 -- well, I guess it would have been that next 6 morning. Right? 7 A Uh-huh. 8 Q Do you remember what you did immediately 9 after leaving the ER? 10 A My sister picked me up and took me back to 11 the apartment. She went and filled the medication 12 and got the antibiotic ointment, and I went to bed. 13 Q Okay. So that next morning you don't -- 14 you don't talk to Mr. Terrell. 15 A I -- I don't -- I don't think -- I don't 16 recall. 17 Q Okay. And so the next time you get 18 contact from Mr. Terrell -- did he reach out to you, 19 or did you reach out to him? If you can remember. 20 A I do know he reached out to check on me. 21 I don't know if I reached out first asking for the 22 rabies history or if he reached out to see how I was 23 doing. 24 Q Okay. Did he reach out to you or your 25 daughter?</p>
<p>1 is not with you at Grady. 2 A Correct. 3 Q So at what point in the night did you -- I 4 will ask you a better question. Strike that. 5 When the bite first happens, you 6 don't know the dog's vaccination status. 7 A Correct. 8 Q Okay. At what point did you become aware 9 of the dog's vaccination? 10 A A day or two after when I asked him for 11 his vet records. 12 Q So at no point in that evening while you 13 were at Grady or Emory do you remember ever seeing 14 whether or not the dog had a rabies vaccine or 15 anything like that? 16 A Absolutely not. I would have no way of 17 knowing. 18 Q Do you know if your daughter reached out 19 to Mr. Terrell? 20 A I do not know. 21 Q Okay. So the person -- so the vaccination 22 history that was produced with your discovery 23 responses from North Hills Animal Hospital -- that 24 came from you reaching out to Mr. Terrell and him 25 sending you a copy?</p>	<p>Page 47</p>	<p>1 A It -- to me. 2 Q It would have been you. Okay. 3 So he didn't have your daughter's 4 number or anything like that. 5 A I don't know. 6 Q Okay. But in general, you wouldn't think 7 that he would have -- 8 A I don't know. I mean, she knew him from 9 the apartment as well but -- 10 Q Got you. 11 A -- I don't know. 12 Q So you next speak to him and get the 13 rabies vaccination information. And, at some point, 14 you Facetime -- or his girlfriend Facetimes you on 15 his phone. 16 A When he brought the rabies vaccination 17 over -- 18 Q On the same day? 19 A -- he wanted -- she wanted to see how I 20 was doing. 21 Q Okay. Do you remember talking to 22 Mr. Terrell after that conversation at any point? 23 A Maybe one or two other times with him 24 checking on me. 25 Q Was that in person or via text?</p>

<p>1 A Text, I believe.</p> <p>2 Q And to the best of your recollection, how</p> <p>3 long has it been since you had contact with Mr.</p> <p>4 Terrell?</p> <p>5 A What month is it? May. So two years and</p> <p>6 three months.</p> <p>7 Q So after he stopped checking a couple of</p> <p>8 more times, he just never reaches out again?</p> <p>9 A Correct.</p> <p>10 Q So you don't know whether he was</p> <p>11 continuing to stay at Silver Oaks or what happened</p> <p>12 to him?</p> <p>13 A I do not know.</p> <p>14 Q Okay. Did you -- have you -- obviously</p> <p>15 before this lawsuit or anything in the immediate</p> <p>16 aftermath, did you attempt to locate Mr. Terrell?</p> <p>17 A No.</p> <p>18 Q All right. So I have that you follow up</p> <p>19 with Grady two weeks after. So around February 14</p> <p>20 of 2022.</p> <p>21 A Correct.</p> <p>22 Q Does that sound right?</p> <p>23 A Yes.</p> <p>24 Q And, you know, I will represent to you,</p> <p>25 based on review of those records, that they had at</p>	<p>Page 50</p> <p>1 A Absolutely.</p> <p>2 Q Okay. Do you know about how long you did</p> <p>3 that? Or did he give you a range?</p> <p>4 A I would say around two weeks until it</p> <p>5 closed up. Maybe a little bit longer.</p> <p>6 Q Okay.</p> <p>7 A And then he wanted me to -- or she --</p> <p>8 excuse me -- wanted me to use Aquaphor.</p> <p>9 Q Okay. And then you switched to Aquaphor?</p> <p>10 A Uh-huh.</p> <p>11 Q Okay.</p> <p>12 A May have been longer.</p> <p>13 Q Did they give you any tips on -- or sorry.</p> <p>14 Did she give you any tips on, you</p> <p>15 know, kind of scar management to kind of reduce</p> <p>16 scarring?</p> <p>17 A Just the Aquaphor.</p> <p>18 Q Okay. I have it noted here that they said</p> <p>19 something about avoiding direct sunlight. Do you</p> <p>20 remember that?</p> <p>21 A Oh, yes. Sorry.</p> <p>22 Q Okay. So avoiding direct sunlight. Did</p> <p>23 you follow that advice?</p> <p>24 A Yes. I wore -- any time -- if I was able</p> <p>25 to go outside, I wore a hat.</p>
<p>1 that point, discontinued your prescriptions. Does</p> <p>2 that sound right?</p> <p>3 A Yes. I mean, the only prescription they</p> <p>4 gave me was, you know, the antibiotics. They gave</p> <p>5 me pain meds, which make me sick. So I don't -- I</p> <p>6 could only take them, you know, when it got</p> <p>7 unbearable.</p> <p>8 But other than that, there weren't</p> <p>9 any other -- I think maybe Motrin but --</p> <p>10 Q Okay. So, at this point, do you remember</p> <p>11 any guidance the doctor gave to you in terms of how</p> <p>12 to treat your wound?</p> <p>13 A Antibiotic ointment --</p> <p>14 Q Okay.</p> <p>15 A -- two or three times a day.</p> <p>16 Q Was that a prescribed antibiotic or just,</p> <p>17 like, something over the counter?</p> <p>18 A Over the counter.</p> <p>19 Q Okay.</p> <p>20 A It may have been prescribed. No. I think</p> <p>21 was just the over-the-counter Bacitracin.</p> <p>22 Q You said Bacitracin?</p> <p>23 A I think.</p> <p>24 Q So that antibiotic three times a day. Did</p> <p>25 you following that --</p>	<p>Page 51</p> <p>1 Q Okay. They also recommended applying</p> <p>2 sunscreen after your scab dislodged. It looks like</p> <p>3 for every 60 to 90 minutes you are exposed to the</p> <p>4 sun. Do you remember that?</p> <p>5 A I remember it, but I also -- my</p> <p>6 moisturizer that I would put on underneath the</p> <p>7 Aquaphor had sunscreen in it.</p> <p>8 Q Like an SPF or something. Okay.</p> <p>9 A I typically try to keep sunscreen on.</p> <p>10 Q Okay. So did they give you any doctor to</p> <p>11 follow up with or anything after that?</p> <p>12 A No.</p> <p>13 Q Okay. Do you have a primary care doctor?</p> <p>14 A I do not at this time.</p> <p>15 Q Did you have one in January 2022?</p> <p>16 A No. Because I use a doctor in Duluth if I</p> <p>17 get sick.</p> <p>18 Q Dr. Duluth?</p> <p>19 A No. A doctor in Duluth.</p> <p>20 Q A doctor in Duluth. Okay.</p> <p>21 A Dr. Dugal. He was a patient of mine for</p> <p>22 years.</p> <p>23 Q So that is just who you go to if you get,</p> <p>24 like, a cold or something?</p> <p>25 A Correct.</p>

<p>1 Q Okay. All right. So I have that is in 2 February of 2022. The next thing I have is 3 September of 2022 where you go to North Atlanta 4 Plastic Surgery Group. Is that --</p> <p>5 A Yes.</p> <p>6 Q Okay. How did you hear about North 7 Atlanta Plastic Surgery Group?</p> <p>8 A Joe.</p> <p>9 Q Okay. Were you having any pain at that 10 time?</p> <p>11 A Yes.</p> <p>12 Q Okay. Kind of -- can you kind of describe 13 that pain to me?</p> <p>14 A Constant tingling in my lip, numbness, and 15 then also pain in my lip.</p> <p>16 Q So you go to North Atlanta just to try to 17 get some relief for that?</p> <p>18 A Yes.</p> <p>19 Q Do you remember what you told the provider 20 about what happened in terms of the dog bite?</p> <p>21 A Again, I just said it was a dog bite. A 22 dog attack.</p> <p>23 Q Were you the only one to provide 24 information to this provider? Like, was your 25 daughter there?</p>	Page 54	<p>1 moisturizer that -- moisturizer that has sunscreen 2 in it.</p> <p>3 And then I use the Aquaphor more at 4 night and a heavier moisturizer because it is 5 difficult with hair to use the Aquaphor out and 6 about because it gets all stuck in it.</p> <p>7 Q So the Aquaphor you use at night?</p> <p>8 A Mostly.</p> <p>9 Q And do you know what that sunscreen 10 moisturizer is?</p> <p>11 A It is just over the counter, I think.</p> <p>12 Q Do you know the brand?</p> <p>13 A I will go with L'Oreal. That is what I 14 know I am using right now.</p> <p>15 Q You just put it on every morning, and that 16 is your SPF and moisturizer.</p> <p>17 A Correct.</p> <p>18 Q Okay. Do you remember them telling you to 19 use scar gel?</p> <p>20 A I do not recall that.</p> <p>21 Q But you haven't used any scar gel?</p> <p>22 A No.</p> <p>23 Q Okay. Do you remember them giving you any 24 massage techniques for your scarring?</p> <p>25 A No.</p>	Page 56
<p>1 A No.</p> <p>2 Q So you were the only one that provided 3 information to them?</p> <p>4 A Yes.</p> <p>5 Q Okay. Do you remember what they 6 recommended for you?</p> <p>7 A Extensive surgery.</p> <p>8 Q Okay.</p> <p>9 A There were certain things they couldn't do 10 such as where -- he put a hole here. He didn't know 11 if he could do much fixing on that.</p> <p>12 Q Okay.</p> <p>13 A But I believe it was to reopen this wound 14 and try to get rid of the scarring here and down 15 here. That is about all I can recall.</p> <p>16 Q Do you remember them giving you any sort 17 of tips or anything to do in terms of reducing your 18 scarring or maintenance in the meantime?</p> <p>19 A Again, reiterated the Aquaphor.</p> <p>20 Q Okay.</p> <p>21 A Probably sunscreen, which I try to always 22 use.</p> <p>23 Q So with the Aquaphor and the sunscreen, 24 about how often would you say that you apply it?</p> <p>25 A Sunscreen during the day, which is</p>	Page 55	<p>1 Q Okay. Or them asking you to do that three 2 times a day, showing you a technique?</p> <p>3 A No. Not at all.</p> <p>4 Q Okay. So it is safe to say you weren't 5 doing a massage -- any massage techniques on your 6 scarring?</p> <p>7 A No.</p> <p>8 Q Okay. I also have a note that says 9 something about silicone ointment.</p> <p>10 Do you remember them saying anything 11 to you about that?</p> <p>12 A No.</p> <p>13 Q Okay. And then ultimately they tell you 14 -- at least it seems they say to wait 6 to 12 months 15 for revision surgery consideration.</p> <p>16 A That is correct.</p> <p>17 Q That sounds right? Okay.</p> <p>18 A Uh-huh. Because of the tightening and 19 loosening of the skin.</p> <p>20 Q Okay. So what was your understanding of 21 why they wanted you to wait 6 to 12 months?</p> <p>22 A Because they said it would either loosen 23 and then tighten back up or tighten and then loosen 24 back up. It was one of those two. I'm not --</p> <p>25 Q Okay. So then in November of 2022, you</p>	Page 57

<p>1 meet with a Dr. Sanjiv Khalil (phonetic). Does that 2 sound right? 3 A Uh-huh. 4 Q How did you hear about Dr. Sanjiv? 5 A Joe. 6 Q Okay. Do you remember telling him 7 anything about how the incident happened? 8 A Nothing in detail that I remember. 9 Q Okay. But essentially -- so with any of 10 these providers, I know it is hard to remember. But 11 you -- you don't believe you have told any of your 12 providers anything different than the way you have 13 described the incident to me today? 14 A I don't recall. 15 Q Okay. So you don't believe your account 16 to anyone else would be any different than what you 17 are saying right now? 18 MR. ZDIRILICH: I'm going to object to 19 form before you go ahead and answer that. If 20 you could be specific as to incident? Or are 21 you citing a specific example? 22 MR. ALBERTSON: Sure. 23 BY MR. ALBERTSON: 24 Q So in your communications with Dr. Sanjiv 25 about how this incident would have occurred, it</p>	Page 58	<p>1 Q Okay. Or -- 2 A But I don't remember getting into any 3 detail about those doctors. 4 Q Okay. Would you have any reason to doubt 5 your medical records from North Atlanta Plastic 6 Surgery or with Dr. Sanjiv? 7 A I would have to see them. I don't know. 8 Q So if they had a narrative account of what 9 happened, you don't know if you would be able to 10 trust their accounting? 11 A I would have to see it. 12 Q Okay. So Dr. Sanjiv recommended Botox 13 every three months for life. Do you remember that? 14 A Yes. 15 Q Do you remember him recommending stem wave 16 therapy? 17 A Yes. I thought it was stem cell but -- 18 Q Do you remember a recommendation for a 19 chemical peel? 20 A I don't recall that, but it is possible. 21 Q And then ultimately the surgical scar 22 revision? 23 A Correct. 24 Q Okay. Have you had any of these 25 procedures as we sit here today?</p>	Page 60
<p>1 would match up with -- to your knowledge, it would 2 match up to how you described it today? 3 A It should. 4 Q Okay. 5 A I mean, I was attacked by a dog. I can't 6 -- I don't know if -- 7 Q But you don't recall telling Dr. Sanjiv or 8 North Atlanta Plastic Surgery or Grady that this 9 incident happened anywhere other than inside 10 Mr. Terrell's apartment? 11 A I don't recall. I may -- I don't know. I 12 might have said I was outside. But I was so 13 discombobulated I don't know. 14 Q So you -- 15 A I mean, I don't think I -- Emory and Grady 16 are such a blur to me. I don't know. 17 Q Okay. So you don't remember what you 18 would have said to Grady or Emory about where you 19 were? 20 A No. I do not. 21 Q Okay. But in terms of Dr. Sanjiv and 22 North Atlanta, you wouldn't have told any of those 23 providers that this incident would have happened 24 outside? 25 A Told them that? I don't think so.</p>	Page 59	<p>1 A No. 2 Q Okay. And why haven't you had any of that 3 treatment? 4 A Mostly financial. 5 Q So you don't believe you could afford to 6 go through with the surgery as you sit here today? 7 A (No audible response.) 8 MR. ZDIRILICH: Was that a question? 9 MR. ALBERTSON: Yeah. 10 THE WITNESS: I didn't -- 11 BY MR. ALBERTSON: 12 Q You don't believe you could afford to pay 13 for any of the stuff financially currently? 14 A No. 15 Q So you haven't seen a provider since 16 November of 2022 related to this incident? 17 A That is correct. 18 Q Okay. So did you have health insurance 19 when this incident occurred? 20 A Not yet. Or it hadn't started yet. I had 21 signed up actually I think that month. But it 22 hadn't kicked in yet. 23 Q January of 2022? 24 A Yeah. 25 Q Okay. So when you go to North Atlanta,</p>	Page 61

<p>1 you believe you would have had health insurance?</p> <p>2 A No. No. No. No.</p> <p>3 Q No. So none of these providers -- you had</p> <p>4 health insurance?</p> <p>5 A Correct.</p> <p>6 Q Okay. Do you know what you have paid out</p> <p>7 of pocket for your medical expenses?</p> <p>8 A No. Not off the top of my head.</p> <p>9 Q Have you made any payments out of pocket?</p> <p>10 A I have not --</p> <p>11 Q Okay.</p> <p>12 A -- yet.</p> <p>13 Q Are they in collections? Are you</p> <p>14 receiving letters about them?</p> <p>15 A When they -- Grady has called, I have</p> <p>16 referred them to Joe.</p> <p>17 Q Okay. Have you received any itemized</p> <p>18 billing from any of them?</p> <p>19 A From Grady I have.</p> <p>20 Q Okay. But not from North Atlanta or</p> <p>21 Dr. Sanjiv?</p> <p>22 A I received their estimate that day.</p> <p>23 Q Okay. That was the estimate in November.</p> <p>24 Right?</p> <p>25 A Correct.</p>	Page 62	<p>1 he gives you the vaccination records?</p> <p>2 A Yes.</p> <p>3 Q And then at some time in the future he</p> <p>4 tells you that it was sent away.</p> <p>5 A Yes.</p> <p>6 Q In both of these instances, you believe he</p> <p>7 wasn't being truthful with you.</p> <p>8 A Yes. Correct.</p> <p>9 Q Okay. So if you didn't believe he was</p> <p>10 being truthful with you, did you consider contacting</p> <p>11 animal control and reporting the dog or Silver Oaks</p> <p>12 for that matter?</p> <p>13 A Honestly, I did not because I was not in</p> <p>14 the -- I just wanted it to go away.</p> <p>15 Q So your last contact with Mr. Terrell</p> <p>16 would have been in February 2022?</p> <p>17 A Correct.</p> <p>18 Q Okay. Do you remember when you first</p> <p>19 would have consulted with an attorney after this</p> <p>20 incident?</p> <p>21 A I spoke with Michael Hagan, who had helped</p> <p>22 a friend out with a divorce. And him and I had</p> <p>23 become friends, acquaintances, or whatever. And he</p> <p>24 referred me to Joe.</p> <p>25 Q Okay.</p>	Page 64
<p>1 Q Right.</p> <p>2 A Yes. It was a free consultation; so I</p> <p>3 didn't pay anything. But they gave me, you know,</p> <p>4 the breakdown.</p> <p>5 Q Okay. So you stayed at the Mirador</p> <p>6 Apartments through August of 2022?</p> <p>7 A Correct.</p> <p>8 Q Okay. In that timeframe -- well, since --</p> <p>9 since the incident happened, you never contacted</p> <p>10 Silver Oaks about this incident?</p> <p>11 A I have not.</p> <p>12 Q Okay. You never contacted animal control?</p> <p>13 A I did not.</p> <p>14 Q Or 911?</p> <p>15 A I did not, not to my knowledge as far as</p> <p>16 the 911. I know I didn't do it.</p> <p>17 Q Okay. So do you know why you would have</p> <p>18 never contacted animal control or Silver Oaks?</p> <p>19 A Davin told me that he had the dog put down</p> <p>20 first, and then he said he had it sent away. I was</p> <p>21 -- and that was the last -- you know, one of the</p> <p>22 last conversations he and I had. And I thought he</p> <p>23 was lying.</p> <p>24 Q So he tells you he put the dog down. That</p> <p>25 was that first -- that would have been around when</p>	Page 63	<p>1 A Other people had given me attorneys'</p> <p>2 names.</p> <p>3 Q Do you remember when that would have been?</p> <p>4 A End of February, beginning of March maybe.</p> <p>5 Maybe not that long. I'm not sure.</p> <p>6 Q But after or before you had lost contact</p> <p>7 with Mr. Terrell?</p> <p>8 A After, I think.</p> <p>9 Q Okay. Do you have any physical</p> <p>10 limitations today as a result of what happened?</p> <p>11 A Chewing. If I am -- my lip swells up. I</p> <p>12 have trouble speaking, constant tingling.</p> <p>13 Q So you said your lip -- so your lip</p> <p>14 swells?</p> <p>15 A Yes. It is always uneven now, but it will</p> <p>16 tingle. And if it is hurting, it will swell up.</p> <p>17 And I -- when chewing food, I bite it, which, you</p> <p>18 know, causes it more pain. And then that messes up</p> <p>19 my speech as well.</p> <p>20 Q Right. So eating is something that would</p> <p>21 cause you pain currently?</p> <p>22 A Uh-huh.</p> <p>23 Q Is there any other activity that would</p> <p>24 cause you pain?</p> <p>25 A Just eating and talking. I mean --</p>	Page 65

<p>1 Q As we sit here today, is the scar revision 2 surgery something that you want to go forward with 3 getting?</p> <p>4 A Yes.</p> <p>5 Q In your own words, why is that?</p> <p>6 A Because my face will never be the same. I 7 know, even after the surgery, it will never be the 8 same. But I would like some help getting it back to 9 where it was before I was attacked.</p> <p>10 Q In the immediate aftermath of what 11 happened, did you miss out on any, like, scheduled 12 events or, like, vacation, concert, dinner plans, or 13 something like that?</p> <p>14 A I missed out on everything because I was 15 -- I was afraid to leave the house.</p> <p>16 Q We can take a quick second if you would 17 rather.</p> <p>18 A I missed out on a lot. I apologize.</p> <p>19 Q No. You are fine.</p> <p>20 I know this incident had to be beyond 21 traumatic, and this process is not -- does not make 22 it easier. Take all the time you need.</p> <p>23 A Okay.</p> <p>24 Q So it is my understanding, based on your 25 discovery responses, that you are not claiming any</p>	Page 66	<p>1 Q So this case is pending in Gwinnett 2 County.</p> <p>3 Are you a member of any churches or 4 civic groups in Gwinnett?</p> <p>5 A No.</p> <p>6 Q Do you have any relatives that live in 7 Gwinnett?</p> <p>8 A No. My parents both did, but they are 9 deceased.</p> <p>10 Q Okay.</p> <p>11 A Oh, wait. My cousin, but she is a 12 step-cousin; so no.</p> <p>13 Q What is your step-cousin's name?</p> <p>14 A Leanne Harwell.</p> <p>15 Q Do you have a Facebook account?</p> <p>16 A I do.</p> <p>17 Q Is it just the name Jennifer Armistead?</p> <p>18 A Correct.</p> <p>19 Q Have you ever posted on Facebook about 20 this doctor incident?</p> <p>21 A No. Absolutely not.</p> <p>22 Q Do you have any other social media account 23 like an X or Twitter or whatever?</p> <p>24 A I got an Instagram.</p> <p>25 Q Instagram. Same name?</p>	Page 68
<p>1 type of lost income or anything from this --</p> <p>2 A Well, I was unable to get up and out of 3 the house in order to get another job because I just 4 -- because I was scared. So I obviously have lost 5 income.</p> <p>6 Q So -- and this is my own ignorance. I 7 might have ran right over it.</p> <p>8 You were at Warby Parker. When did 9 you stop working at Warby Parker?</p> <p>10 A I stopped; as I couldn't leave the house.</p> <p>11 Q So --</p> <p>12 A It was the only time I have never given 13 notice. I just couldn't leave the house.</p> <p>14 Q Okay. And about how long did it take you 15 to get to the point where you could?</p> <p>16 A That would be February of this year when I 17 went to Wylie.</p> <p>18 Q So we have talked about Erica, Mr. 19 Terrell, your daughter, Joshua Martin, his uncle.</p> <p>20 Is there anyone else that you believe 21 would have any information about what happened that 22 night in terms of maybe a maintenance person or 23 something at Silver Oaks or a neighbor you talked 24 to?</p> <p>25 A I have no way of knowing.</p>	Page 67	<p>1 A Yes. I very rarely use any of them 2 anymore.</p> <p>3 Q Have you ever posted on Instagram about 4 this incident?</p> <p>5 A No.</p> <p>6 Q And you said you -- so you don't believe 7 you had health insurance at any point during --</p> <p>8 A No.</p> <p>9 Q -- the treatment. Okay.</p> <p>10 Do you currently have health?</p> <p>11 A I do not.</p> <p>12 Q Have you ever been on Medicaid?</p> <p>13 A No.</p> <p>14 Q Or Medicare?</p> <p>15 A No.</p> <p>16 Q Okay. All right.</p> <p>17 MR. ALBERTSON: If we can take -- we can 18 go off the record just briefly. I think I 19 might be wrapping up. I just want to make sure 20 I didn't miss anything.</p> <p>21 (A recess was taken, and the 22 deposition continued as 23 follows:)</p> <p>24 BY MR. ALBERTSON:</p> <p>25 Q Okay. Ms. Armistead, while we were off</p>	Page 69

1 record briefly, I asked if it would be possible to
2 take a couple of pictures of your scarring. I'm
3 going to do that before we wrap up. I just have a
4 couple of other questions here for my own
5 clarification purposes.

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6 So we talked about your treatment.
7 Your daughter was there with you at Emory Decatur
8 Hospital. After that, all conversations at Grady,
9 North Atlanta, and with Dr. Sanjiv all were just
10 with you in the room with a provider?

11 A Correct.

12 Q Okay. So other than getting a couple of
13 quick pictures, I think that is all I have. I'm
14 going to do that very quickly if you guys don't
15 mind.

16 MR. ALBERTSON: We can go off the record.

17 COURT REPORTER: Sir, do you need the
18 original?

19 MR. ALBERTSON: I will take an email copy.

20 COURT REPORTER: Sir, do you need a copy?

21 MR. ZDIRILICH: I do.

22 * * * * *

23 (The deposition adjourned at 12:18 p.m.)

24

25

1 C E R T I F I C A T E

2

3 STATE OF GEORGIA:

4 COUNTY OF FULTON:

5

6 I hereby certify that the foregoing
7 transcript was taken down, as stated in the caption,
8 and the questions and answers thereto were reduced
9 to typewriting under my direction; that the
10 foregoing Pages 1 through 70 represent a true and
11 correct transcript of the evidence given upon said
12 hearing.

13 And I further certify that I am not of kin
14 or counsel to the parties in the case; am not in the
15 regular employ of counsel for any of said parties;
16 nor am I in any ways interested in the result of
17 said case. The witness waived the right to read and
18 sign the transcript.

19 This, the 7th day of June 2024.

20

21

22

23 Takiyah Sanders, RPR
24 License No. 6500-8326-1480-9600
Certified Court Reporter

25

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Exhibit

B

In the Matter of:

Jennifer Armistead v.

TWG Management, LLC

SAVANNAH PAIGE WILLIAMSON

November 8, 2024

WSG Reporting, LLC
Certified Court Reporting & Video

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office@WSGreporting.com • (678) 770-3151

			Page 2
1	IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION	1	APPEARANCES OF COUNSEL
2		2	
3		3	ON BEHALF OF THE PLAINTIFF:
4	JENNIFER ARMISTEAD, Plaintiff,	4	JEREMY A. FREIMAN, Esquire Zdrilich Injury Law, LLC
5	vs.	5	3575 Koger Boulevard Suite 125
6		6	Duluth, Georgia 30096 (404) 881-1111
7	1:24-cv-02583-MHC TWG MANAGEMENT, LLC, Defendant.	7	jeremy@zinjurylaw.com
8		8	
9		9	
10	~~~~~	10	ON BEHALF OF THE DEFENDANT:
11		11	AUSTIN L. ALBERTSON, Esquire Swift Currie McGhee & Hiers, LLP
12	REMOTE DEPOSITION OF SAVANNAH PAIGE WILLIAMSON	12	1420 Peachtree Street, NE Suite 800
13		13	Atlanta, Georgia 30309 (404) 874-8800
14		14	austin.albertson@swiftcurrie.com
15	November 8, 2024	15	
16	10:46 a.m.	16	
17		17	
18	(All attendees appeared remotely via teleconferencing and/or videoconferencing.)	18	
19		19	
20		20	
21	Reporter Phillip M. Lane, CCR, CVR	21	
22	*****	22	
23	WSG REPORTING, LLC 3430 Heartwood Lane Atlanta, Georgia 30340 (678) 770-3151 office@wsgreporting.com	23	
24		24	
25		25	
	Page 3		Page 4
1	INDEX TO EXAMINATIONS	1	REMOTE DEPOSITION OF SAVANNAH PAIGE WILLIAMSON
2	WITNESS: SAVANNAH PAIGE WILLIAMSON	2	November 8, 2024
3	Examination	3	Proceedings commenced at 10:46 a.m.
4	By Mr. Albertson.....	4	MR. ALBERTSON: This will be the deposition of
5	By Mr. Freiman.....	5	Savannah Williamson taken pursuant to notice and
6	By Mr. Albertson.....	6	agreement of counsel for purposes of discovery and
7		7	all other purposes permitted under the Civil Practice
8		8	Act.
9		9	If it's agreeable with counsel today, we can
10	INDEX TO EXHIBITS	10	waive all formalities as to the method and manner of
11	Exhibit	11	taking the deposition and agree to reserve objections
12	Description (None marked.)	12	until time of first use of the deposition, except to
13		13	form of question or responsiveness of answer?
14		14	MR. FREIMAN: Agreed.
15		15	MR. ALBERTSON: Okay.
16		16	You can swear in the witness.
17		17	(Whereupon, the witness is duly sworn by the
18		18	reporter.)
19		19	MR. ALBERTSON: First, Jeremy, I'd imagine --
20		20	have you guys discussed signature or is it something
21		21	we can talk about at the end?
22		22	MR. FREIMAN: We haven't. That would have been
23		23	something I would have discussed with her right
24		24	before but I wanted to get things going as quick as
25		25	possible. I guess I could just do it briefly right

Page 5	Page 6
1 now. 2 So what will happen here is that they're going 3 to generate a formal transcript of this. You have 4 the right to review that transcript and make sure 5 everything's correct. It's something that we'll 6 probably want to wait and just kind of see how things 7 go, if there are tech issues or anything like that. 8 THE WITNESS: Okay. 9 MR. FREIMAN: But it's something we'll discuss 10 at the end. I guess for now we'll wait and I'll just 11 bring that up with her again at the end. 12 MR. ALBERTSON: That works for me. Okay. 13 Ms. Williamson, so have you given a deposition 14 before? 15 THE WITNESS: No. 16 MR. ALBERTSON: I imagine that's not something 17 that's in everyone's skillset. So I'm just going to 18 go over some basic ground rules. I don't know if you 19 and either Jeremy or Joe have met before today or 20 anything. If so, you've probably heard these before. 21 But I'm just going to go over them just to establish 22 some ground rules. 23 So hopefully this will not take a ton of time. 24 This will not be a police interrogation or anything 25 like that you've seen on television. So -- but to	1 the extent that you need a break at any point -- I 2 understand that we kind of rushed into this thing 3 here. If you need to grab a water, go to the 4 restroom, anything over the course of any point 5 during this process, feel free. You know, we're on 6 Zoom; it's relatively easy. 7 The only thing I would ask is, if there's a 8 question pending, something that I've asked you, just 9 give me an answer to that question and then we can 10 take a break as many times as you need to. I had a 11 deposition a couple weeks ago with a guy with some 12 stomach issues, that we took three or four 13 throughout. Whatever happens, happens. 14 THE WITNESS: Okay. 15 MR. ALBERTSON: If you answer a question that I 16 ask you, I'm going to assume that you understand what 17 I asked. Other than that, if you don't understand a 18 question I've asked, if the internet breaks up, if 19 you can't hear me, if I just ask a bad question, 20 which happens from time to time, just let me know. I 21 can rephrase, ask something else. Just let me know 22 if you don't get it and I can -- I'm happy to ask 23 another question. I do ask bad questions from time 24 to time. 25 Make sure you give verbal responses. We're on
Page 7	Page 8
1 Zoom. So what that means is, you know, no yes 2 (nodding head) or no (shaking head). I'll know what 3 that means as I'm sitting here looking at you but -- 4 the court reporter's going to try to keep a 5 transcript for us that we can look back on. But we 6 won't necessarily have this ability to look back and 7 see, well, did she shake her head like that (nodding 8 head) or did she shake her head like that (shaking 9 head)? 10 So make sure you give verbal answers of a yes or 11 no. No uh-huhs, uh-uhs, or anything like that, 12 because we want to make sure we have a clean record. 13 Does that make sense? 14 THE WITNESS: Yeah. 15 MR. ALBERTSON: Okay. And on Zoom, sometimes 16 can be a little bit of an issue. I'll try not to 17 talk over you or you talk over me. Sometimes, you 18 know, you can get a question in a deposition where 19 you can sort of know where things are going. 20 You know, an example I like to use is, you know, 21 if I ask you what shoes you had on that day, then I 22 ask what socks you had on that day, and then, you 23 know, your expectation will be, well, he's going to 24 ask about pants or shirt or something. 25 And it's human nature to predict what's coming	1 next. It's for a clean record. So just let me get 2 out all of my questions even if you kind of know 3 what's coming. That's not really how human 4 conversation works, which, you know, we lawyers can 5 sometimes can not be human. But it's for the 6 purposes of the deposition. Just let me get it out 7 so we can have it on the transcript and make sure we 8 have a clean record. 9 So with that, we can -- does all that make sense 10 to you? 11 THE WITNESS: Yes. 12 MR. ALBERTSON: Okay. Perfect. So with that, 13 we can sort of get into it. 14 Whereupon, 15 SAVANNAH PAIGE WILLIAMSON, 16 after having been first duly sworn, was 17 examined and testified as follows: 18 EXAMINATION 19 BY MR. ALBERTSON: 20 Q. So what is your full legal name? 21 A. Savannah Paige Williamson. 22 Q. Okay. Is Williamson your maiden name? 23 A. It's my dad's last name. 24 Q. Got you. Do you have any nicknames or aliases? 25 A. No.

Page 9	Page 10
1 Q. Okay. What's your date of birth? 2 A. January 7, 1999. 3 Q. And where were you born? 4 A. Northside Hospital, in Atlanta. 5 Q. In Atlanta? Okay. 6 So it's my understanding and -- you know, I'm 7 sure you're aware of this. It's my understanding we're 8 here for an incident that occurred on January 31, 2022. 9 Does that sound right to you? 10 A. Yes. I don't know the exact date, but yes. 11 Q. Sounds about right? 12 A. Yeah. 13 Q. Okay. Are you currently taking any type of 14 prescription medication? 15 A. No. 16 Q. Okay. Are you on any type of drug, narcotic, 17 medication, supplement, anything that would affect your 18 ability to understand the questions that I'm asking, or 19 answer in a coherent way? 20 A. No. 21 Q. Okay. Have you done anything to prepare for 22 this deposition today? 23 A. No. 24 Q. Have you met with, have you met with any 25 attorneys?	1 A. No. 2 Q. Have you reviewed any, like, photographs? 3 A. Yes. 4 Q. And what photographs would those be? 5 A. Just the pictures from the hospital visit with 6 my mom, after. 7 Q. So in that same vein, have you talked about your 8 testimony today with your mom? 9 A. Not recently. 10 Q. Okay. When you say not recently, when was the 11 last time you would have talked with her about it? 12 A. Probably about a month ago. 13 Q. Okay. Have you been able to review -- well, 14 strike that. Let me ask you this. 15 Are you aware that your mother gave testimony in 16 this case already? 17 A. No. 18 Q. Okay so you wouldn't have talked to her about 19 her testimony in this case? 20 A. No. 21 Q. Okay. Were you aware that she had filed an 22 action in this case? 23 A. No. What is that? 24 Q. That she had filed a lawsuit? 25 A. Oh. Yes.
1 Q. But you weren't aware that she had already 2 testified? 3 A. No. 4 Q. Okay. So you haven't talked with your mother 5 about your testimony today in terms of the substance of 6 it? 7 A. No. 8 Q. Okay. So where do you live currently? 9 A. I live in Oakland City. 10 Q. Do you know your address? 11 A. Yes. 12 Q. And what is that? 13 A. 1261 Oakland Terrace Southwest, Atlanta, Georgia 14 30310. 15 Q. And how long have you lived at Oakland Terrace? 16 A. Probably about six months. 17 Q. Okay. And where were you -- so six months would 18 take us back to around Mayish. Where were you, where were 19 you before that? 20 A. I was in Marietta. 21 Q. Do you know your address in Marietta? 22 A. Yes: It's 570 Saint Annes Road. I don't 23 remember the zip code though. 24 Q. That's okay. But the city's Marietta? 25 A. Yes.	1 Q. How long were you at that address at 2 Saint Annes? 3 A. About three months. 4 Q. Okay so that gets us around to the start of 5 2024. Where were you living right before Saint Annes? 6 A. Sandy Springs. 7 Q. All right. And what was the address there? 8 A. 2304 The Valley, Sandy Springs 30328. 9 Q. And how long were you there? 10 A. Two years, I believe. 11 Q. So that would have been roughly January of 2022? 12 A. I believe so, yes. 13 Q. Okay. So before that, were you living at 14 Mirador? 15 A. I was living at another apartment right before 16 that, and then I lived -- before that, I lived at Mirador. 17 Q. So what was the apartment right before that one? 18 A. It was Glen Lake. I could not recall the 19 address but it was Glen Lake Apartments, in Sandy Springs. 20 Q. Weirdly enough, I think I know where that's at. 21 A. It's right next to the highway. 22 Q. I know exactly where that's at. I have traveled 23 too much for these depositions. 24 Okay so Glen Lake, how long were you at 25 Glen Lake?

Page 13	Page 14
1 A. I think maybe eight months.	1 A. Yes.
2 Q. So you would have been living at Glen -- if my	2 Q. Okay. So at Glen Lake Apartments, who did you
3 math's right -- and I went to law school so it very much	3 live with?
4 might not be -- that would have been throughout most of	4 A. Laura McArdle.
5 2021?	5 Q. Is that just a friend?
6 A. I believe so, yeah.	6 A. Yeah. Yes.
7 Q. Okay. And so Mirador -- do you remember, do you	7 Q. All right. And so Laura lived with you the
8 remember when you moved in to Mirador?	8 entire time you were at Glen Lake?
9 A. I want to say 2019 or early 2020, maybe. No, it	9 A. Yes.
10 was definitely 2019.	10 Q. Okay. So at Mirador, you said you lived with
11 Q. Okay so you moved to Mirador in 2019, and do you	11 your mother. Did you live with anybody else?
12 remember around when you moved out?	12 A. No.
13 A. I want to say like mid-2020.	13 Q. Okay. Who is -- do you know a Lisa Armistead?
14 Q. So after, after 2020, when you move out of	14 A. That's my mom's sister.
15 Mirador, you go to Glen Lake Apartments?	15 Q. Okay. Did she live at Mirador?
16 A. Yes.	16 A. She did not live there, but her name was on the
17 Q. Okay. All right. Let's do this a better way.	17 lease.
18 At Mirador, who were you living with at Mirador?	18 Q. Okay. You might not know this but do you have
19 A. My mother.	19 any idea as to why?
20 Q. That's Ms. Jennifer Armistead?	20 A. I -- my mom couldn't get an apartment by
21 A. Yes.	21 herself.
22 Q. Okay. And so when you moved out of Mirador in	22 Q. Where does Ms. Lisa Armistead live?
23 2020, did your mom move out with you?	23 A. She lives in Decatur.
24 A. No.	24 Q. Okay so she never lived at Mirador?
25 Q. So she stayed behind at Mirador?	25 A. No. She never lived there.
Page 15	Page 16
1 Q. Okay. So essentially, you know, Lisa helped	1 A. Yeah.
2 your mom get an apartment, and that's where you and your	2 Q. Okay. Would you visit Mirador somewhat
3 mom lived?	3 frequently?
4 A. Yeah.	4 A. Yes. So I would visit my mom, or my boyfriend
5 Q. Okay so prior to Mirador, had you lived with	5 also lived in the apartment complex.
6 your mom most of your life?	6 Q. Okay. Your boyfriend. What's your boyfriend's
7 A. Most of my life, yeah.	7 name?
8 Q. Okay. Were you living anywhere before you lived	8 A. Josh Martin.
9 at Mirador that wasn't with your mother?	9 Q. When did you start dating Mr. Martin?
10 A. No.	10 A. 2020.
11 Q. Okay. If my math is correct, you would have	11 Q. While you were living at Mirador?
12 been like 19 or 20 around that time anyway, right?	12 A. Yes.
13 A. Yeah.	13 Q. And so he just remained living at Mirador?
14 Q. Okay. It's always so crazy to me to see people	14 A. Yes.
15 born in like '99 and 2000, and that's normal, even though	15 Q. So in January of 2022, would he have still been
16 that's, you know, older by now. Okay.	16 living at Mirador?
17 So you're living at Mirador through sometime in	17 A. Yes.
18 2020; you're at Glen Lake Apartments in 2021. So do you	18 Q. Okay. How far was Mr. Martin's apartment from
19 remember where you were living on January 31, 2022?	19 your mother's?
20 A. I believe I was at the Valley address. I	20 A. Just a few buildings down.
21 believe I was already moved into that second apartment.	21 Q. Did Mr. Martin and your mother know each other?
22 Q. And just because I don't know Atlanta at all,	22 A. Yes.
23 how far is The Valley from Mirador? Like --	23 Q. Did he live alone?
24 A. It's probably about 25 minutes.	24 A. He lived with his parents.
25 Q. Okay so relatively close?	25 Q. Okay. His parents also lived at Mirador. What

Page 17	Page 18
1 were his parents' names?	1 Did you graduate high school?
2 A. Carolyn and Steve.	2 A. No.
3 Q. Are you still with Mr. Martin?	3 Q. Okay. What's the highest level you got to in
4 A. Yes.	4 school?
5 Q. Is he still at Mirador?	5 A. Twelfth grade.
6 A. No.	6 Q. Twelfth grade? Okay. And what high school were
7 Q. Okay. Does he live with you?	7 you going to?
8 A. No.	8 A. Walton High School, in Marietta.
9 Q. Okay. We might come back to some of that.	9 Q. Have you ever served in the military?
10 Sorry we've jumped around a little bit; I apologize. A	10 A. No.
11 lot of names and addresses I'm trying to get ahold of.	11 Q. I don't mean any offense by this; I ask this to
12 Do you remember what your phone number would	12 everyone, I promise.
13 have been on the -- in January of 2022?	13 But do you have any criminal arrests or --
14 A. My phone number hasn't changed. It's the same.	14 A. No.
15 Do you --	15 Q. -- any prior charges or convictions?
16 Q. Okay. What's that number?	16 A. No. I have a traffic violation but that's it.
17 A. It's (678)907-7123.	17 Q. Anything more than a speeding ticket?
18 Q. And who would have been your carrier in January	18 A. I was driving without -- well, with a -- without
19 of 2022?	19 a license. But I don't have any charges or anything else.
20 A. I believe Xfinity.	20 Q. Okay. No DUIs or anything like that?
21 Q. Do you have any children?	21 A. No.
22 A. No.	22 Q. Okay. Have you ever been a party to a lawsuit
23 Q. What's the highest level of school you	23 before?
24 completed -- well, scratch that. That's such a terrible	24 A. No.
25 way of asking that.	25 Q. Are you currently employed?
Page 19	Page 20
1 A. Yes.	1 A. I worked 9:00 to 5:00.
2 Q. And where do you work?	2 Q. So you get off at five o'clock. Can you kind of
3 A. Firepit Pizza Tavern.	3 tell me, to the best that you can remember, what happened
4 Q. And where is that at?	4 after you got off work?
5 A. It's in Grant Park.	5 A. Yeah.
6 Q. Firepit Pizza Tavern. Never heard of that. How	6 I got off work, and I went to go see my
7 long have you been at Firepit?	7 boyfriend. So I went to Mirador to go and spend some time
8 A. Since May.	8 with him.
9 Q. Okay so I kind of want to get in a little more	9 And, and I get a call from my mom that she is in
10 as to why we're actually here. I promise most of the	10 a bad situation; I need to come see her, I need to --
11 background information is done.	11 something's going on. So I drive over to the person's
12 So I know you said you didn't quite remember the	12 house that she was at, and saw her, how she was.
13 date specifically. But the date that I have for this	13 Q. Okay. And we're going to kind of break that
14 incident taking place is January 31, 2022. Does that seem	14 down a little bit. But I kind of want to go back to the
15 familiar to you?	15 beginning.
16 A. Yes.	16 A. Okay.
17 Q. Okay. So back in 2022 -- let me ask you this.	17 Q. So you're hanging out with your boyfriend. Do
18 Were you working anywhere in 2022?	18 you remember about how long you had been at your
19 A. Yes.	19 boyfriend's house?
20 Q. Where would you have been working?	20 A. A few hours, because I got off around 5:00. It
21 A. I was working in Marietta, at a wholesale	21 probably took me about an hour. I was there at like 6:00.
22 lighting company.	22 So I was there for at least three or four hours.
23 Q. Do you remember if you were working that day?	23 Q. Okay so by the time you get the call, if I'm
24 A. Yes.	24 understanding you correctly, it would have been around
25 Q. And what hours would you work?	25 nine or ten o'clock at night?

	Page 21	Page 22
1	A. I think something like that, yeah.	1 A. Right. Yeah.
2	Q. The sun would have been down?	2 Q. Would she smoke anything, typically?
3	A. Yeah, def- -- it was nighttime.	3 A. I mean, cigarettes but . . .
4	Q. Got you.	4 Q. Would she -- any marijuana usage at all?
5	Okay so had you -- so you went and saw your	5 A. Not that I know of. We don't really talk about
6	boyfriend, but you had not been to your mother's house?	6 it, but not that I know of.
7	A. No. I hadn't seen her yet.	7 Q. Got you. Was it common for your mom to -- I
8	Q. Was it fairly typical for you to see your mother	8 guess -- let me ask you a better question.
9	when you were visiting your boyfriend?	9 The neighborhood in Mirador, was it a walkable
10	A. Yeah. I would usually come by and see her, but	10 community?
11	it would usually be on my way out.	11 A. Somewhat.
12	Q. Got you.	12 Q. Like, were the residents active? Were people
13	A. So I hadn't gone to see her yet.	13 outside a lot?
14	Q. Were you -- so would it be fair to say that you	14 A. Yeah. Yeah. There was a lot of kids, and there
15	were somewhat familiar with her nighttime routine?	15 was pretty -- like, if you knew the people, then you would
16	A. Yeah. Yeah.	16 be out and talking with them and being social.
17	Q. So is it typical, in your understanding of your	17 Q. Would you and your boyfriend walk around the
18	mom, the typical night, would she have, you know,	18 property at all?
19	something to drink?	19 A. Yeah.
20	A. Yeah.	20 Q. Got you. Did you know people on the property?
21	Q. What does she normally drink?	21 A. Yeah. I knew a lot of neighbors and people.
22	A. Well, she doesn't drink anymore. But she used	22 Q. Was it common for your mom to walk around the
23	to drink vodka.	23 property?
24	Q. Got you. So a typical night, it wouldn't be	24 A. Yeah. She knew a lot of people in the area.
25	uncommon for her to have a vodka drink or something?	25 Q. So that night, hanging out with your boyfriend,
	Page 23	Page 24
1	you're there for a few hours. Were his parents home?	1 instead of just talking about that night, just kind of
2	A. I think his mom was home, yeah.	2 generally, so it's my understanding that Mirador -- that
3	Q. Got you. So, you know, without -- again, I	3 Silver Oaks is across the street, across a major road from
4	don't need to know the itinerary, necessarily. But	4 Mirador?
5	generally, what would you guys do hanging out over that	5 A. Yeah. Yeah.
6	period of time? Do you remember anything you guys were	6 Q. Had you ever been over to Silver Oaks before?
7	doing?	7 A. Yeah, I've been over there before. I knew a
8	A. Watching TV and just relaxing after work. Not	8 couple people in the neighborhood.
9	really doing anything.	9 Q. Okay so you had some friends over at Silver
10	Q. Would you guys drink anything?	10 Oaks?
11	A. Not really. No. I don't -- I'm not a drinker.	11 A. Yeah.
12	Q. Okay. Smoke anything?	12 Q. When you went over to Silver Oaks, would you
13	A. Cigarettes. That's about it.	13 walk over?
14	Q. This is wholly unrelated but what type of	14 A. No. I would drive, because --
15	cigarettes do you smoke?	15 Q. Was it common for people to walk from Mirador to
16	A. I smoke Camels.	16 Silver Oaks?
17	Q. Got you. There is a generational divide. I was	17 A. Yeah. People would walk in that area a lot.
18	more of a light smoker when I was growing up. But every	18 The gas stations were right there, liquor stores. Like,
19	person I know, it feels now is Camel. Well, people that	19 it was all within walking distance so it was pretty
20	don't do vapes. But anyway --	20 common.
21	A. I don't do vapes at all; I can't do them.	21 Q. Is there a crosswalk between the two?
22	Q. Yeah.	22 A. You just have to go up a little bit, but yeah.
23	A. But Camels for sure.	23 Q. Got you. Had you ever seen an employee from
24	Q. Okay so you're hanging out with your boyfriend	24 Silver Oaks before?
25	till around 9:00 or so. So kind of going back from a --	25 A. No.

Page 25	Page 26
1 Q. So you didn't know anyone that worked in the 2 office? 3 A. No. 4 Q. Like a groundskeeper, security guard, you never 5 interacted with any of those people? 6 A. Not that I know -- no. Not that I know of. 7 Q. Okay. 8 So you get a call from your mom at some point, 9 so she calls you? 10 A. Yeah. 11 Q. Do you remember what she told you? 12 A. She wasn't -- like, I couldn't understand her. 13 She was just kind of like not making any sense, kind of 14 sounded a little delirious. Her words weren't, like, 15 there. 16 And then, people that she was with got on the 17 phone and just told me to come over right now, and 18 wouldn't give me any other information. 19 Q. Did you recognize any of the other voices? 20 A. Yes. I had met them or I had met the man like 21 once or twice before. 22 Q. And who's that man? 23 A. I don't know his name. I still don't know his 24 name. I just called him the groundskeeper for Mirador. 25 Q. Groundskeeper for Mirador? So is that how you	1 met him? 2 A. Yeah. That's how I knew him. 3 Q. So he had been a groundskeeper at Mirador? 4 A. Yeah. 5 Q. Was he currently the groundskeeper at Mirador in 6 January -- 7 A. I'm not sure. I'm not sure. I think, but I'm 8 not sure. 9 Q. So had you met him with your mother or just in 10 passing? 11 A. In passing. He knew my boyfriend. 12 Q. Got you. Okay so was he -- were him and your 13 boyfriend -- like, they would speak when they saw each 14 other? 15 A. Yeah. It was more just like a hi, like, 16 greeting. But it was never like we hung out with him or 17 anything like that. 18 Q. Got you. Did he have you or your boyfriend's 19 number? 20 A. No. Not that I know of. 21 Q. Did you know anything about him? 22 A. No. 23 Q. Like, where he lived or anything like that? 24 A. No. I had no idea he lived that close. 25 Q. Okay so they get on the phone, tell you to come
Page 27	Page 28
1 over. So can you kind of tell me what, what you do? 2 A. Yeah, so I got -- me and my boyfriend drove over 3 there, like, immediately. And he was standing outside 4 because I didn't know where he lived at in Silver Lake 5 [sic]. So he was standing outside and, like, directing me 6 to go inside the apartment. And -- 7 Q. Okay so you -- did you or your boyfriend drive 8 over? 9 A. He drove. I was in the passenger. 10 Q. Okay so you guys drive over, and to my 11 understanding, the man's outside? 12 A. Yeah. 13 Q. He gets y'all's attention? 14 A. Uh-huh. 15 Q. And then did you and your boyfriend both get out 16 of the car? 17 A. He -- my boyfriend stayed in the car. 18 Q. Okay so you get out -- 19 A. I just went out -- 20 Q. -- and you go inside the apartment? 21 A. Yes. 22 Q. Okay. Can you kind of describe what you see, 23 what's going on? 24 A. So I walk in, and there's, like, a couch. And I 25 see my mom on the floor in front of the couch. Like,	1 she's continuing to pass out. She has maul marks all over 2 her face. I don't see a dog anywhere. And she's trying 3 to, like, tell me what happened. And then she's passing 4 out. And I'm trying to pick her up and get her to the 5 bathroom or get her to a sink or something. 6 And the guy had fled. As soon as I walked into 7 the apartment, he fled because he assumed I was going to 8 call the police is what he said, because I guess he had a 9 warrant. And so he fled, and I didn't see him after that. 10 And then the lady that was there -- I was trying 11 to get my mom so I could, like, rinse off her face, see 12 what's going on. There was just so much blood. So I was 13 trying to get to the bathroom or to the sink or something. 14 And she was just trying to push us out of the door, like, 15 wouldn't let me take her to the bathroom, wouldn't let me 16 take her anywhere; was just getting us out, basically. 17 So I had to, like, carry my mom while she just 18 was, like, passing out in my arms, out of the apartment. 19 And then my boyfriend saw me struggling, and he 20 got out and helped me get her to the car. And then we 21 immediately took her to the hospital. 22 Q. Okay. First and foremost, I want to state that 23 I know this is a little bit difficult to talk about. And, 24 you know, I want to kind of break it into pieces. I'm 25 very sorry you had to deal with this to begin with.

Page 29		Page 30
1 A. Yeah.		1 Q. Okay so the guy's outside; he waves you in. Did
2 Q. But just for my understanding, I want to kind of	2 he follow you inside?	3 A. No.
3 piece it out so that I can kind of get a better picture of		4 Q. He just -- so he just took off from --
4 what's going on.		5 A. Like, he got me to the door and then he just
5 A. Yeah.		6 took off.
6 Q. So he waves you into the apartment. This is the		7 Q. Took off? Okay.
7 same man?		8 And you said that he had warrants, but you said
8 A. Yeah.		9 that he told you that at some point. Would that -- he
9 Q. So you get into the apartment. You obviously	10 told you that after the fact?	11 A. Yeah, so he told me as I was, like, walking
10 see your mother. You said there was a lady there?		12 to -- like, as he was walking with me to the door, he was
11 A. Yeah.		13 like, I know you're going to call the cops. Like, I can't
12 Q. Can you tell me about her? Had you ever met her	14 be here; I've got to go. Like, I have a warrant; like,	15 I've got to go, and then ran off.
13 before?		16 Q. Got you. Okay.
14 A. I'd never met her before. And from my	17 So you don't see a dog anywhere?	18 A. No, I didn't see the dog.
15 understanding, that was his, like, baby mother or		19 Q. Okay. Was the -- so the room itself, you said
16 girlfriend or whoever. But I had never met her before.		20 there was a couch. Did you see any other door or anything
17 Q. But you don't know whether it was his place, her	21 inside that room?	22 A. Yeah, so there was a door. I was told that the
18 place, any of that? You didn't --		23 dog was put behind that door; it was in that room. And I
19 A. I have no idea.		24 could hear a dog but I didn't see it.
20 Q. So the -- you said -- so the woman is inside.	25 Q. Got you. So you could hear, like, you heard	
21 Is she -- where is she when you get into the apartment?		
22 A. She's standing in the kitchen, just, like,		
23 watching my mom from a distance.		
24 Q. Got you. Is there anybody else in the house?		
25 A. Not -- no. Not that I saw.		
Page 31		Page 32
1 barking or something?		1 Q. But in January of 2022, like, around that time
2 A. Yeah. I heard barking and, like, scratching.		2 period, it was perfectly normal to see him around
3 Q. Had you ever seen this groundskeeper at Mirador,	3 Mirador --	3 Mirador --
4 had you ever seen him with a dog?		4 A. Yeah.
5 A. No.		5 Q. -- walking dogs or doing whatever he was doing?
6 Q. Okay. So --		6 A. Definitely.
7 A. I have seen him, not with a large dog. I've		7 Q. Would you say he behaved like a tenant at
8 seen him with smaller dogs.		8 Mirador? (Audio interference.)
9 Q. Like, just --		9 A. I didn't know that he was even like a
10 A. Like, they were Frenchies.		10 groundskeeper or that he worked there. I thought he just
11 Q. Okay so, like, walking them or something?		11 lived there until, like, I found out more.
12 A. Yeah.		12 Q. So -- all right so you never saw the dog?
13 So he -- when I walked in, there were -- the		13 A. I do, I do recall his name now: Devin. I think
14 Frenchies were in a cage in the -- in that room. And then		14 it's Devin.
15 there was a door closed with a dog behind it that I didn't		15 Q. Devin?
16 see.		16 A. Yeah. Yeah.
17 Q. And so other than that night, you had seen him		17 Q. But the name, is the name something you learned
18 with the Frenchies before?		18 after all this took place or something you would have
19 A. Yeah.		19 gotten somewhere --
20 Q. Where had you seen him with the Frenchies?		20 A. No. No, it's like who I knew him as.
21 A. Just walking around, like, on the street. Not		21 Q. As Devin? Okay.
22 necessarily in Mirador but just walking around.		22 A. Yeah.
23 Q. Just walking around? Had you ever seen him at		23 Q. So he leaves while you're helping your mother.
24 Mirador with those dogs?		24 You said that the lady was sort of trying to get you out
25 A. I think so. Like, at the dog park at Mirador.		25 of the apartment?

Page 33	Page 34
1 A. Yeah. She was not helping my mom at all. She 2 was just, like, trying to brush us out. I was like, I 3 need to go to the bathroom; I need something, like, 4 anything to get this blood off of her. Like, she's 5 passing out. Like, I can't carry her by myself. Like, 6 anything. 7 And she just was like, no, you've got to leave; 8 you've got to get out. Like, leave right now. 9 Q. So she was telling you guys to leave? 10 A. Yeah. 11 Q. Do you remember anything else she would have 12 sent to y'all while you were inside that apartment? 13 A. She just kept asking if we were going to call 14 the police. 15 Q. Got you. So you said, as you're talking to your 16 mom, she's kind of going in and out of it? 17 A. Yeah. 18 Q. Is that, you know -- had your mom ever done that 19 before or was it because of the -- 20 A. No, it was because of the attack. She was, 21 like, losing a lot of blood. 22 Q. So you get her outside. Your boyfriend's 23 helping you. You guys just -- well, let me ask you this. 24 He -- what kind of a car was your boyfriend driving? 25 A. A Range Rover.	1 Q. Okay so it had a back seat? 2 A. Yeah. 3 Q. Did you just put her in the back seat? 4 A. Yeah. So I sat in the back seat with her. 5 Q. So you guys didn't call the police that night? 6 A. No. We immediately just went -- took her to the 7 hospital. 8 Q. Did you guys ever talk about calling the police? 9 A. No. I think I was just so focused on getting 10 her to a hospital that I didn't, like, think about it. 11 Q. In terms of time to the hospital, is that why 12 ultimately you guys just took her as opposed to, like, 13 calling an ambulance or something? 14 A. Yeah. It was -- 15 Q. How were you -- if -- how were you guys stopping 16 the blood? 17 A. I had, like, rags that I was just pressing up 18 against her face. 19 Q. Got you. Okay. 20 How far was the hospital from where you were? 21 A. Probably about ten minutes. 22 Q. Okay. So as you're on the way to the hospital, 23 are you -- is your mom saying anything to you or -- 24 A. She's, like, trying to talk. But her lip is so, 25 like, just destroyed, that she couldn't -- like, I
1 couldn't understand anything she was saying. 2 Q. So when you guys get to the hospital, did you 3 help her inside? 4 A. Yeah. I sat with her the entire time. 5 Q. Okay. As she was being treated in the hospital, 6 at some point were you able to have a conversation with 7 her? 8 A. Yeah. I spoke to her somewhat. She was still 9 just kind of delirious, and it was hard for her to speak. 10 But I spoke to her a little bit, trying to figure out why 11 she was there, what was going on, like, all that so . . . 12 Q. So would you have been the one that was talking 13 to the doctors and nurses -- 14 A. Yes. 15 Q. -- when you guys first arrived? 16 A. Yes. 17 Q. Okay. Do you remember what you would have told 18 the doctors and nurses when you arrived at the hospital? 19 A. I told them that she was attacked by a dog. 20 Q. Did you tell them anything about where it would 21 have happened, the type of dog, anything like that? 22 A. No. I just said it was a large dog. But I 23 didn't see the dog so I didn't know. 24 Q. Okay so you -- and you stayed by her side the 25 whole time she was in the hospital?	1 A. Yes. 2 Q. Okay. So once they got your mom sufficiently 3 treated enough that you guys could even have somewhat of a 4 conversation, do you remember some of the things she told 5 you that night? 6 A. She just kept saying, like, a baby -- like, that 7 was her biggest thing was like, I was trying to see a 8 baby. I was trying to see their new dogs. I was trying 9 to just visit. And, like, all this happened. She was 10 just very, like, distraught and just like, I think more 11 confused. Like, she was a little confused so -- 12 Q. Understandably so, I could say. 13 When you got to the apartment -- so she 14 mentioned a baby. Did you see a baby when you were in 15 there? 16 A. I didn't. But I, like, I heard a baby. There 17 was another, like, room in the way-way back. Like, a lot 18 of baby stuff. But I didn't actually see the baby. 19 Q. By that point, to the extent there was one, it 20 had been put in another room or something? 21 A. Yeah. Yeah. 22 Q. Okay. 23 So while you're in the hospital, did the doctors 24 at any point ask you or her about the status of the dog, 25 whether, you know, there was a risk for rabies or anything

Page 37	Page 38
1 like that? 2 A. Yeah, they did. They asked me. 3 Q. And do you remember what you told them? 4 A. I told them I didn't know. 5 Q. Did you make an effort to find out? 6 A. I tried to reach out with my mom's phone to 7 Devin and ask him, like, about the dog and all that kind 8 of stuff, and didn't get a response. 9 Q. So your mom had Devin's number? 10 A. Yes. 11 Q. So when you say you tried to reach out to him, 12 you said you called the number? 13 A. Yeah, I called him. 14 Q. And, and texted him? 15 A. Yeah. I texted him, like, just call me back, 16 and he never did. 17 Q. And at least that night, you never got a 18 response? 19 A. Yeah, no. And I didn't, I didn't speak to him 20 at all after that. Like, I haven't spoken to him. 21 Q. So at no point that night did y'all get any, 22 like, proof of vaccination or anything like that? 23 A. No. 24 Q. Okay. Did your mom -- so let me ask you 25 specifically, that night, did your mom tell you anything	1 about the bite itself as to how it happened? 2 A. She said that she was trying to, like, pet the 3 dog and cuddle the dog. And, like, she got, like, close 4 to the dog. And then it just attacked her out of nowhere. 5 Q. Did you think that your mom, in talking with 6 her -- were you able to notice or see that she had been 7 drinking that evening? 8 A. Yeah, she was. 9 Q. And how did you know that? 10 A. Just -- I've known her so long, I can just tell. 11 Q. Can you kind of talk about that a little bit? 12 Like, when you say you can tell, like, what types of 13 things were you able to tell? 14 A. It's just, like, her mannerisms and, like, just 15 certain -- I don't know. I can just pick up on it, like 16 how she speaks or, like -- because I'd talked to her on 17 the phone previously that night, and she just sounded 18 intoxicated. 19 Q. So, like, why -- to clarify, just for my own 20 memory, you're saying you had talked to her while you 21 were, like, visiting with your boyfriend? 22 A. I called her, like, telling her I was going to 23 be over there. 24 Q. So, like, when you got off around 5:00ish? 25 A. Yeah. I let her know that I'd be over there,
Page 39	Page 40
1 and that's it. 2 Q. And so you, like, give her a call saying hey, by 3 the way, I'm in the area -- 4 A. Yeah. 5 Q. -- which I'm sure was normal for you guys? 6 A. Yeah, or, like, to see if she needed anything 7 before I got over there. 8 Q. And so when you called her around like 5:00 or 9 6:00, at that point she sounded intoxicated? 10 A. I would -- yeah. I wouldn't say like she was 11 drunk. But she -- like, I could just tell she had maybe 12 one drink, you know? 13 Q. Like, slurring her words or something? 14 A. It's more just like a more upbeat, like, she's a 15 little bit more happy. 16 Q. Do you know her generally to, if she was going 17 to have a drink, that she would have one around 5:00 or 18 6:00? 19 A. Yeah. 20 Q. Would she continue to drink until she went to 21 bed? 22 A. Probably, yeah. Usually. 23 Q. Okay. So it's fair to say she probably kept 24 drinking after that? 25 A. Yeah.	1 Q. So when you were at the hospital, you said that 2 you could kind of tell by her mannerisms. And is it the 3 same kind of thing, you could notice slurring? 4 A. Yeah. Definitely. I mean, maybe it was 5 amplified because of the attack and everything, but 6 definitely. 7 Q. So when you say amplified, she appeared more 8 drunk than she was or -- sorry -- she appeared more 9 intoxicated than she did hours earlier? 10 A. I think it's not necessarily that. I think it 11 was more that the, like, situation had amplified, like, 12 those feelings. And, like, her slurring, because of her 13 lip and everything, it just made it seem like it was more. 14 But I don't think it was much more; I think it was just 15 the situation. 16 Q. Is it fair to say, you know, based on her 17 mannerisms in terms of your experience with her, like, she 18 wouldn't have been okay to -- like, taking the bite out of 19 it, she probably wouldn't have been okay to drive a car at 20 her level of intoxication? 21 A. I wouldn't say drive a car. But she could, 22 like, walk anywhere. 23 Q. So do you remember about how long you guys had 24 been at the hospital at that point? 25 A. They took her back immediately, because of the

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1 severity. I probably was there with her for two or three
2 hours before I went home. And then my aunt came to be
3 with her.

4 Q. That's Ms. Lisa Armistead?

5 A. Yeah.

6 Q. So at that -- like, middle of the night at some
7 point?

8 A. Yeah, because I just -- I needed to go to sleep.
9 And so my aunt came to be with her.

10 Q. So by the time you leave, you guys had had a
11 little bit of a conversation and at that point had been
12 unsuccessful in terms of getting ahold of Devin?

13 A. Yeah. Yeah.

14 Q. Okay. So was she -- she was released that
15 morning, right?

16 A. Yes.

17 Q. Did you speak with her after she got back home?

18 A. Yeah.

19 Q. Did -- was it your aunt that took her home?

20 A. Yes.

21 Q. Okay. When did you speak -- when is the first
22 time you remember speaking to her after she got home?

23 A. I think she called me immediately. Like, on the
24 way, she called me.

25 Q. Do you remember your conversation with her?

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1 A. It was more just making sure she was all right,
2 what she needed me to bring her. It was pretty brief
3 because I was going to come visit her once I got off work.

4 Q. Which would have been around 5:00 the next day?

5 A. Yeah.

6 Q. And did you end up visiting her?

7 A. I did.

8 Q. I assume at that point y'all talked a little
9 more in depth about what had happened?

10 A. Yeah. Yeah.

11 Q. Do you remember what she told you?

12 A. She told me that she had gone over there to see
13 the new baby and to visit Devin and meet his baby mom and
14 just see them. And she said that she was sitting on the
15 couch with them. Everything was fine.

16 And they brought the dog out, and it was like --
17 my mom was petting the dog, and it seemed fine. It was
18 cool. And she -- I guess the dog, like, had gotten up on
19 her lap, like, while she was petting. And then it just
20 fully mauled her out of, like, out of nowhere is what she
21 said.

22 Q. Do you remember your mom saying whether she had
23 ever been to that apartment before?

24 A. No.

25 Q. Did she talk to you at all about her

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1 relationship with Devin?

2 A. I mean, briefly. It was just more they -- she
3 had a lot of issues with her apartment. And he fixed --
4 like, he was a maintenance guy, so he fixed a lot in her
5 apartment. And they were just -- I guess got along
6 decently.

7 My mom's pretty social; she, like, makes friends
8 with everyone.

9 Q. So it's not abnormal for her to, you know, if
10 someone has a new baby, that she goes and sees them?

11 A. Yeah. Especially, like, in that community, it's
12 just kind of close knit so --

13 Q. Yeah.

14 So she had stated that they were inside the
15 apartment. She's visiting. The dog comes in. She goes
16 to pet the dog, and the dog attacks her.

17 Had she mentioned that she had ever seen the dog
18 before?

19 A. She had, I think. Yeah.

20 Q. Did she mention where she had seen it?

21 A. I think she said she saw him, like, walking it.
22 She'd, like, just seen him with the dog before.

23 Q. But did she mention where he would have been
24 walking it?

25 A. Mirador.

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1 Q. Mirador. Okay.

2 Did your mom -- so did your mom know him as
3 someone who lived at Mirador?

4 A. She knew him as the maintenance or groundskeeper
5 for Mirador.

6 Q. So she had seen him walking the dog at Mirador
7 and around Mirador.

8 Was it her -- like, was it the baby mom that
9 lived at Silver Oaks?

10 A. I guess. I mean, I'm not sure.

11 Q. Do you know whether or not Mister -- or do you
12 know whether or not Devin would have had -- whether he had
13 an apartment at Mirador?

14 A. I don't know if he did or not. I'm not sure
15 what his living situation was.

16 Q. But she had seen him walking the dog at Mirador?

17 A. Yeah. So --

18 Q. Okay. Did she describe, did she describe the
19 dog to you?

20 A. She said it was like a Malinois or like a big
21 dog, black dog or dark-colored dog. But . . .

22 Q. Dark-colored dog? Like a black or a brown?

23 A. Yeah. Like a -- yeah. Yeah. Dark brown.

24 Q. I'm sorry, this is just because I can't hear
25 you. Did you say a Malinois?

Page 45	Page 46
1 A. Yeah. That's what she kept saying. But I don't 2 know how accurate that is. 3 Q. Right. Had -- did she or you, did you guys ever 4 see the dog ever again? 5 A. No. I didn't. I don't know if she did. 6 Q. When you come visit her the next day, did you 7 guys talk about calling the police? 8 A. No. She, she did, I think. And I was like, do 9 whatever you think you need to do. 10 And she just kept trying to contact Devin, like, 11 reach out to him first and get information on vaccines and 12 stuff like that for the dog and, like, where the dog's at 13 and all that. And he was responsive to her at first; he 14 even came and checked on her afterwards. And then he 15 just, like, stopped responding and stopped everything, all 16 communication. 17 Q. So when you say that he was responsive at first, 18 were you privy to some of those conversations? Did you 19 see some of those texts? 20 A. No. It was just what my mom was telling me. 21 Q. Got you. Were you there when he came and 22 checked on her? 23 A. No. 24 Q. Did she tell you about that? 25 A. Yes.	1 Q. What did she -- can you kind of describe to 2 me -- he just showed up to see how she was? 3 A. Yeah, so he showed up to make sure that she was 4 okay. He brought her, like, a blanket and some food and 5 whatever. 6 Q. And at some point I guess would have given her 7 the vaccine records or something? 8 A. Yeah, that's what he said -- she said he was 9 trying to get them to her. And then he was also saying 10 that he was going to send the dog off and get it out and, 11 like, get rid of it, basically. That's what he was trying 12 to explain to her. 13 Q. But at some point he stopped responding? 14 A. Yeah. 15 Q. Do you know about how long it would have been 16 after all this that he stopped responding? 17 A. I think it was like a few days. 18 Q. Okay. So once he stopped responding -- well, 19 let me ask you this. 20 Do you know what would have prompted him to stop 21 responding to your mom? 22 A. I think my mom was just very adamant on wanting 23 proof of everything and, like, are you actually getting 24 rid of this dog? What's the vaccine look like? Like, all 25 that kind of stuff. And I think he just got, like -- I
1 don't know. He couldn't provide any of that. So he just 2 stopped responding. 3 Q. So you don't know whether or not a vaccine 4 record was ever produced? 5 A. I'm not sure, yeah. I can't remember. Like, I 6 think -- I thought he gave it to her but I just -- I can't 7 remember. 8 Q. Sure. But you yourself never had any 9 conversation with Devin -- 10 A. No. 11 Q. -- or the, the baby mama? 12 A. No. 13 Q. And you never saw them after this? 14 A. No. 15 Q. Did you or your mother or your boyfriend ever, 16 you know, contemplate reporting this to Silver Oaks? 17 A. No. No. 18 Q. Did you ever talk about it? 19 A. No. 20 I mean, I think my mom did. My mom was very 21 adamant about, like, talking to the police, talking with 22 people and, like, doing that kind of stuff. But not me or 23 my boyfriend, never. I felt like that was more her. 24 Q. So you don't know if your mom ever contacted the 25 police?	1 A. I don't believe she did. 2 Q. Or animal control? 3 A. I think she might have called animal control but 4 I'm not, like, certain, no. 5 Q. You don't know if she ever talked to Silver 6 Oaks? 7 A. No. 8 I mean, she said a lot of things. She said she 9 wanted to do a lot of things. I just don't know if she 10 actually followed through with any of it. 11 Q. When you say she said she wanted to do a lot of 12 things, do you remember some of the things she was talking 13 about wanting to do? 14 A. Just calling the police, calling Silver Oaks, 15 calling animal control, calling a lawyer, doing all that 16 kind of stuff. 17 Q. How early on -- so is this all happening the day 18 she gets back from the hospital? 19 A. I would say like within the next, like, the 20 following couple weeks. She had, like, a debate in her 21 mind on whether she wanted to, like, take action or not. 22 Q. Do you know whether or not she ended up 23 contacting a lawyer over those couple weeks? 24 A. I don't know when she actually did end up 25 contacting a lawyer.

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1 Q. Okay. So would you generally agree with me 2 that -- well, let me ask you this. 3 Do you own dogs? 4 A. Yes. 5 Q. What kind of dogs do you have? 6 A. I have a pit bull Dalmatian. 7 Q. Oh, a mix? 8 A. Yeah. 9 Q. I bet that is a funky-looking dog, in a good 10 way. 11 A. No, she's the best. She's very unique. 12 Q. That has to be a big dog. 13 A. Yeah. She's pretty big. 14 Q. Man, a pit bull Dal- -- I'm trying to, like, 15 conceptualize that in my brain. 16 A. She's almost all white and then has spotted ears 17 and a spotted tail. 18 Q. Man. How long have you had that dog? 19 A. Eight years. 20 Q. Wow. 21 A. That's my baby. 22 Q. Did you get her as a puppy? 23 A. Yeah. 24 Q. Man. 25 A. Yeah, so she's ten now but -- so I had her when	1 she was two. 2 Q. Man oh man. How much does a dog like that 3 weigh? 4 A. She's at 85 pounds. 5 Q. Good Lord. Okay. 6 A. And she's a grumpy old lady. 7 Q. Has she always been grumpy? 8 A. Yeah. Yeah. 9 Q. So you know generally -- so you know what it's 10 like to be around bigger dogs? 11 A. Yeah. Yeah. Very much so. 12 Q. Do you know -- does your -- has your mom ever 13 had dogs? 14 A. Yeah. She's -- we've always had dogs. I mean, 15 that was -- Kali, my dog, she's -- my mom's been around 16 her forever, like, since I got her. And then we had a dog 17 previously to that; we had a dog before that. So . . . 18 Q. Would you, would you generally agree with me 19 that, you know, if you're unfamiliar with an animal, that 20 reaching down to, like, pet it or get in its face is 21 generally, probably unsafe? 22 A. Yeah. Absolutely. 23 And my mom was very cautious about that. She 24 had a Saint Bernard growing up. Like, she's very used to 25 big dogs.
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1 And from my understanding, she was petting it 2 for a minute before it even attacked her. 3 Q. Would you, you know, in that same vein, 4 generally agree that, you know, interacting with a dog 5 that you're unfamiliar with in that way, while under the 6 influence of either alcohol or drugs or something, is also 7 unsafe? 8 A. Yeah. 9 Q. So your mom obviously is upset. And the couple 10 weeks after everything happened, she's unable to get in 11 contact with Devin. Was she still treating? Like, was 12 she still going to a doctor? 13 A. I believe so. She had follow-up visits with 14 Grady and stuff like that. 15 Q. Was she working before the bite? 16 A. I'm not sure. I know -- I think so. I think -- 17 yes, she was. She was working at Kroger, I believe, at 18 the time. 19 Q. Do you know if she kept working? 20 A. She had to stop working. 21 Q. How long was she out of work? 22 A. Out of work? 23 Q. Yeah. To your knowledge. 24 A. It was a long time. She didn't have a job up 25 until recently.	1 Q. Was that due to the bite? 2 A. Yes. 3 She was a little -- she was very traumatized, 4 and she didn't really want to be seen by anyone. So -- 5 and she -- it was just hard for her to, like, go out in 6 general. 7 So she ended up moving in, after Mirador, she 8 ended up moving into a friend's house where she didn't 9 have to pay any bills, so that she could get back on her 10 feet without needing a job. 11 Q. And you might not know this but how was she 12 collecting an income -- was she collecting any income 13 while she was out of work? 14 A. No. 15 Q. No unemployment, disability, anything like that? 16 A. Not that I -- I think she was on, like, EBT. 17 She'd get EBT, like, food stamps. But -- 18 Q. So how was she paying for Mirador? 19 A. My aunt was helping her. 20 Q. So you said she ended up moving into a house 21 with a friend? 22 A. Yeah. 23 Q. Do you know about how long after this incident 24 it would have been when she moved out of Mirador? 25 A. At least six months, I think. Like, at least.

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1 Q. Was it fair to say sometime in 2022 she moves 2 out of Mirador? 3 A. Yeah, something like that. 4 Q. Okay. So is it fair to say that it was at least 5 your and her understanding, in January of '22, when this 6 whole thing happens, that either Mister -- Devin was 7 either working or living at Mirador? 8 A. Yeah. 9 Q. But you guys never saw him again after this 10 whole thing happened? 11 A. Yeah, so I don't -- like, I don't think that he 12 was still working there. It didn't seem like it. 13 Q. So did you or your mom ever talk about reporting 14 him to Mirador? 15 A. No. 16 Q. Was your mom familiar with the employees at 17 Mirador, like the groundskeepers, the office, any of those 18 people? 19 A. Yeah, relatively. 20 Q. Did she talk to them somewhat regularly? 21 A. Yeah. I think she, like, let them know what was 22 going on to an extent. But -- because, I mean, you see 23 her and you ask so that kind of (audio interference). 24 Q. But to your knowledge, she never, like, reported 25 that she believed it was like a -- potentially an employee	1 of Mirador? 2 A. No, because I think at that point he didn't work 3 there. 4 Q. Okay. But she didn't know that one way or the 5 other? 6 A. Yeah. Not for certain. 7 Q. And as we sit here today, you know, do you know 8 Devin's last name? 9 A. No. 10 Q. You never talked to Devin again? 11 A. No. 12 Q. Your boyfriend's never talked to Devin again? 13 A. No. 14 Q. You have no knowledge of whether Mr. Terrell -- 15 sorry, that -- for clarification's sake, it's our 16 understanding his last name is Terrell. Does that ring a 17 bell? 18 A. No. I had no idea what his last name was. 19 Q. You'd never heard that? 20 So it's your understanding that Mr. Terrell, or 21 Devin, or whoever this person is, you have no knowledge of 22 whether he was living at Mirador or living at Silver Oaks? 23 A. Yeah, I have no idea. 24 Q. You just believed that the bite itself, the 25 aftermath at least, took place inside an apartment at
1 Mirador or -- sorry -- at Silver Oaks? 2 A. At Silver Oaks, yes. 3 Q. Yeah. So -- sorry, one second. I'm going 4 through my notes here. I'm sorry I've been a little 5 disjointed here. 6 So other than you and your boyfriend, was there 7 anyone else that was around, standing outside, you know, 8 sort of observing what was going on when this -- in the 9 aftermath of the incident? 10 A. I didn't see anyone that I know of. No. I 11 didn't see anyone, no. 12 Q. And you never got the baby mama or girlfriend's 13 name? 14 A. No. 15 Q. So, to your knowledge, there would be no other 16 witnesses to this other than potentially your boyfriend? 17 A. Yeah. 18 Q. So, to the best of your knowledge, obviously, 19 based on what you're saying today, it would make no sense 20 to you if this bite would have been described to have 21 happened at a mailbox? 22 A. What -- I -- what do you mean? 23 Q. Well, like, if, you know, someone were to 24 describe this bite as having happened at a mailbox, that 25 wouldn't be accurate?	1 A. No. 2 Q. Or, you know, on the sidewalk? 3 A. No. 4 Q. Or outside, generally? 5 A. No. It was inside. 6 Q. Okay. 7 And other than our conversation today, you 8 haven't been contacted by anybody else to discuss what 9 went on that day? 10 A. No. 11 Q. Okay. And the last time you and your mother 12 talked about this whole thing would have been about a 13 month ago? 14 A. Yeah. 15 Q. Do you remember what that conversation would 16 have been about? 17 A. It was just more along the lines, her asking me 18 to do this. 19 Q. Did she say anything to describe what this was? 20 A. Just to talk about, like, the case and to talk 21 about the dogbite that happened. 22 Q. Did you guys talk about what happened at that 23 time? 24 A. Somewhat. But it wasn't like -- we had already 25 been through it so we just didn't really need to, like, go

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1 in depth.	1 confirm.
2 Q. So you -- it's fair to say you and your mother	2 EXAMINATION
3 don't talk about this case regularly?	3 BY MR. FREIMAN:
4 A. No. No.	4 Q. You didn't actually see this incident take
5 Q. Okay. And you have no knowledge as to what's	5 place, right?
6 going on with this case?	6 A. No.
7 A. No.	7 Q. And so all the questions that defense counsel
8 Q. Okay.	8 has asked you so far in which he alludes to your
9 MR. ALBERTSON: Jeremy, I'm going to go through	9 understanding of the incident, your understanding of the
10 my notes. I think I might be done here. So if we	10 incident really comes from the people who were there,
11 want to go off the record for a couple minutes?	11 including your mother, right?
12 MR. FREIMAN: Yeah. That's fine. I had a	12 A. Yeah. And, and the context clues that I had
13 couple follow-ups that I would --	13 from being there.
14 MR. ALBERTSON: Oh, yeah. Sorry, Jeremy.	14 Q. Got you. You -- give me a second here. I'm
15 MR. FREIMAN: If you want to let me do that	15 just trying to organize my thoughts.
16 while you review your notes and then we can --	16 You mentioned earlier that you suspected that
17 MR. ALBERTSON: Yeah, yeah. Let's do that.	17 your mother may have been under the influence of alcohol
18 Let's do that.	18 at the time; is that right?
19 MR. FREIMAN: Got you.	19 A. Yes.
20 Savannah, just a couple follow-up questions.	20 Q. And was that something that was clear to you
21 Can you guys hear me there all right? Because I know	21 walking in there by anything other than the way she was
22 the microphone's going kind of towards her.	22 talking? Was there a smell of alcohol or anything like
23 MR. ALBERTSON: You're coming in great for me	23 that? Did you see any alcohol?
24 MR. FREIMAN: All right. Perfect. Just a	24 A. No, I did not see any alcohol. And I --
25 couple follow-up questions here. Just want to	25 honestly, the only thing I could smell was blood.
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1 Q. Got you. And so your impression that she may	1 think that because of her injuries and her, like, trauma
2 have been under the influence comes from either, one, the	2 in that moment, that just made it seem maybe more or --
3 fact that you know that she tended to have a drink around	3 so ...
4 that time of day --	4 Q. And just one last thing here, it kind of goes
5 A. Yeah.	5 back to what I was mentioning before.
6 Q. -- or two, how she was acting following the	6 Defense counsel asked you, you know, was this
7 incident?	7 incident more or less inside or outside. Your
8 A. Yeah. I think it was more the conversation I	8 understanding of where it took place again comes from your
9 had with her prior.	9 mother and just the context of when you got there rather
10 Q. Got you.	10 than any direct witnessing of the event?
11 A. And just my -- the patterns, like, because I	11 A. Yeah.
12 just assumed.	12 Q. Okay. Great.
13 Q. Do you think, in trying to gauge her level of	13 MR. FREIMAN: That's all I've got.
14 intoxication, the injuries she sustained in the attack may	14 MR. ALBERTSON: Ms. Williamson, unless you need
15 have interfered with your ability to adequately understand	15 a comfort break, I just have a couple questions and
16 the level of intoxication she maybe had?	16 we can wrap it up here. Are you okay right now?
17 A. So you're asking, like, do you think her	17 THE WITNESS: I'm good.
18 injuries -- like, could you just clarify?	18 MR. ALBERTSON: Okay.
19 Q. Yeah, so let me -- to put it more simply, do you	19 REEXAMINATION
20 think that the fact that her mouth or lip or tongue may	20 BY MR. ALBERTSON:
21 have been damaged may have made it seem like she was much	21 Q. So, just briefly, so if any vaccination records
22 drunker than she actually was?	22 or records about this dog whatsoever were to have been
23 A. Yeah. Absolutely.	23 produced, they weren't ever given to you?
24 I don't think she was that intoxicated. I think	24 A. No. I never saw them.
25 she maybe had one or two or three drinks, at most. But I	25 Q. Okay. That would have been something that

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1 either your mom -- however they got it, it was not from 2 you? 3 A. Yeah, no. I never saw it. 4 Q. And you never had any direct conversation at any 5 point with, with Devin? 6 A. No. 7 Q. Okay. And speaking of Devin, you yourself, you 8 had only ever seen him at Mirador? 9 A. I've seen him at Mirador or, like, on the street 10 by Silver Oaks, Silver Oak, or, like, in the area. Like, 11 it was never a specific spot, I guess; it was more like 12 walking around on the street or, like, around both 13 apartments, or at Mirador. 14 Q. Got you. But you had only ever seen him with 15 dogs before the night that this happened? In terms of 16 seeing him with dogs, that had only ever been when he was 17 walking at Mirador? 18 A. Yeah, or outside of Mirador, like, on the 19 street. 20 Q. And in fact, I think you said you never actually 21 saw the dog that was involved in this incident? 22 A. Yeah, no. 23 Q. But the only description you'd ever heard of the 24 dog, in terms of someone seeing the dog, was when he was 25 walking at Mirador?	1 A. Yeah. 2 Q. Okay. Do you know if your boyfriend -- did you 3 and your boyfriend ever discuss this incident? 4 A. No. 5 Q. So he was just sort of a support? 6 A. Yeah. 7 Q. Did he ever make any comments to you about Devin 8 after the incident? 9 A. No. 10 Q. Do you know if he ever saw this dog? 11 A. He didn't, because I -- he -- I asked -- I did 12 ask him if he knew the dog, if he had seen it, and he said 13 no. That was really the only conversation we had about 14 it, though. 15 Q. Okay. So neither you nor him had ever seen this 16 dog, but you'd only ever seen him walking dogs while he 17 was either working or living at Mirador? 18 A. Yeah. 19 Q. But you don't know whether he lived at Mirador? 20 A. I'm not sure. 21 Q. And you don't know whether he ever lived at 22 Silver Oak? 23 A. No. I'm not sure. It seemed like it, but I 24 couldn't say for sure. Like, that seemed like his home, 25 the way he was, like, acting and, like, how it was set up.
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1 There was pictures of him there. But, like, I couldn't 2 say he lived there; I didn't know for sure. 3 Q. But did he also behave like he was a resident at 4 Mirador walking around the grounds? 5 A. Yeah, because Silver Oak, like, was just 6 apartments whereas Mirador had, like, a dog park. It had 7 a playground. It had a pool. So maybe he just, because 8 he was in maintenance, he took advantage of the perks at 9 Mirador. But -- yeah. 10 Q. And to this day, you've never spoken with any 11 person that works at Silver Oaks? 12 A. No. 13 MR. ALBERTSON: Okay. I think I'm done. Well, 14 my last question. 15 BY MR. ALBERTSON: 16 Q. Is there anything that you feel that I or Jeremy 17 need -- that would be good information for us to have in 18 this case, that you haven't gotten to say today? 19 A. I don't think so, no. 20 Q. All right. 21 MR. ALBERTSON: Well, then I don't have anything 22 else, Jeremy, unless you have some follow-ups? 23 MR. FREIMAN: I think I'm set. 24 And that reminds me, we need to go back and talk 25 about reading and signing. Like I said before, I	1 think we got a pretty clean record here is my general 2 impression. So it's, again, it's up to you if you 3 want to have to go back and read or review this, or 4 if you're good with just waiving signature. 5 THE WITNESS: I'm good. 6 MR. FREIMAN: All right. She'll go ahead and 7 waive. Okay. 8 (Proceedings concluded at 11:52 a.m.) 9 (Pursuant to Rule 30(e) of the Federal Rules of Civil 10 Procedure and/or O.C.G.A. 9-11-30(e), the signature 11 of the witness has been waived.)

Page 65 1 DISCLOSURE OF NO CONTRACT 2 3 I, Phillip M. Lane, do hereby disclose pursuant to 4 Article 10.B of the Rules and Regulations of the Board of Court 5 Reporting of the Judicial Council of Georgia, that WSG 6 Reporting, LLC was contacted by the party taking the deposition 7 to provide court reporting services for this deposition and 8 there is no contract that is prohibited by O.C.G.A. 15-14-37(a) 9 and (b) or Article 7.C of the Rules and Regulations of the 10 Board for the taking of this deposition. 11 There is no contract to provide court reporting services 12 between WSG Reporting, LLC or any person with whom WSG 13 Reporting, LLC has a principal and agency relationship nor any 14 attorney at law in this action, party to this action, party 15 having a financial interest in this action, or agent for an 16 attorney at law in this action, party to this action, or party 17 having a financial interest in this action. Any and all 18 financial arrangements beyond our usual and customary rates 19 have been disclosed and offered to all parties. 20 This 18th day of November 2024. 21 <u>Signature</u> 22 _____ 23 PHILLIP M. LANE, CCR 4956-9977-6870-8096 24 25	Page 66 1 C E R T I F I C A T E 2 STATE OF GEORGIA: 3 COUNTY OF DEKALB: 4 5 I hereby certify that the foregoing deposition was taken 6 down as stated in the caption and the proceedings were reduced 7 to writing by me. 8 I further certify that the transcript is a true and 9 correct record of the evidence given at the said proceedings. 10 I further certify that I am neither a relative or employee 11 or attorney or counsel to any of the parties, nor financially 12 or otherwise interested in this matter. 13 This the 18th day of November 2024. 14 <u>Signature</u> 15 _____ 16 PHILLIP M. LANE 17 Certified Court Reporter 18 Certification No. 4956-9977-6870-8096 19 20 21 22 23 24 25
Page 67 1 FIRM DISCLOSURE 2 3 Pursuant to Article 10B of the Rules and Regulations of 4 the Board of Court Reporting of the Judicial Council of 5 Georgia, I make the following disclosures: 6 WSG Reporting, LLC is not disqualified for a 7 relationship of interest under the provisions of 8 O.C.G.A. Section 9-11-28(c) 9 WSG Reporting, LLC will not be taking this deposition 10 under any contract that is prohibited by O.C.G.A. 11 Section 15-14-37(a) and (b) 12 WSG Reporting LLC has no exclusive contract to provide 13 reporting services with any party to the case, any 14 counsel in the case, or any reporter or reporting agency 15 from whom a referral might have been made to cover this 16 deposition. 17 WSG Reporting, LLC will charge its usual and customary 18 rate to all parties in the case and a financial discount 19 will not be given to any party to this litigation. 20 Date: November 18, 2024 21 22 <u>Signature</u> 23 WHITNEY S. GUYNES, CCR 24 WSG REPORTING 25	

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Exhibit C

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION
4 Civil Action File No.: 1:24-cv-02583-MHC

5 JENNIFER ARMISTEAD,)
6 Plaintiff,)
7 -vs-)
8 TWG MANAGEMENT, LLC,)
9 Defendant.)

10
11
12 30(b)(6) DEPOSITION OF KENDREL BRETZ
13 ON BEHALF OF TWG MANAGEMENT, LLC

14 The 30(b)(6) deposition upon oral examination
15 of KENDREL BRETZ, on behalf of TWG Management, LLC,
16 a witness produced and sworn before me, Craig
17 Williams, RPR, CMRS, a Notary Public in and for the
18 County of Marion, State of Indiana, taken on behalf
19 of the Plaintiff, at the offices of TWG Management,
20 LLC, 1301 East Washington Street, Suite 100,
21 Indianapolis, Marion County, Indiana, on the
22 17th day of September 2024, scheduled to start at
23 10:00 a.m. EST, pursuant to the Federal Rules of
24 Civil Procedure with written notice as to time and
25 place thereof.

<p>1 APPEARANCES</p> <p>2</p> <p>3 FOR THE PLAINTIFF:</p> <p>4 Joseph A. Zdrilich</p> <p>5 ZDRILICH INJURY LAW, LLC</p> <p>6 3575 Koger Boulevard, Suite 125</p> <p>7 Duluth, GA 30096</p> <p>8 404.888.1111</p> <p>9 joe@zinjurylaw.com</p> <p>10</p> <p>11 FOR THE DEFENDANT:</p> <p>12 Austin L. Albertson</p> <p>13 SWIFT, CURRIE, McGHEE & HIERS, LLP</p> <p>14 1420 Peachtree Street, NE</p> <p>15 Suite 800</p> <p>16 Atlanta, GA 30309-3231</p> <p>17 404.874.8800</p> <p>18 austin.albertson@swiftcurrie.com</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 2</p> <p>1 (Time noted: 10:28 a.m.)</p> <p>2 KENDREL BRETZ,</p> <p>3 having been duly sworn to tell the truth, the whole</p> <p>4 truth, and nothing but the truth relating to said</p> <p>5 matter was examined and testified as follows:</p> <p>6 DIRECT EXAMINATION,</p> <p>7 QUESTIONS BY JOSEPH A. ZDRILICH:</p> <p>8 Q This will be the Federal Rule of Civil Procedure</p> <p>9 30(b)(6) deposition of TWG Management, LLC. I'm</p> <p>10 sorry, we made the deposition notice out before</p> <p>11 the defendant had identified you as its witness.</p> <p>12 Can you state your name.</p> <p>13 A Ken Bretz.</p> <p>14 Q Can you spell that.</p> <p>15 A K-E-N, B-R-E-T-Z.</p> <p>16 MR. ZDRILICH: We're here in Indianapolis,</p> <p>17 Indiana today at the offices of defendant TWG</p> <p>18 Management, LLC, and with their counsel, Austin</p> <p>19 Albertson, from Swift Currie.</p> <p>20 Austin, I propose that we waive all</p> <p>21 objections except as to form, responsive answer</p> <p>22 to the form of the question until first use.</p> <p>23 MR. ALBERTSON: That's agreeable with me.</p> <p>24 MR. ZDRILICH: And you'll probably wait</p> <p>25 until the end for signature?</p>
<p>1 INDEX OF EXAMINATION</p> <p>2 DIRECT EXAMINATION 4</p> <p>3 Questions by Joseph A. Zdrilich</p> <p>4 CROSS-EXAMINATION 51</p> <p>5 Questions by Austin L. Albertson</p> <p>6</p> <p>7</p> <p>8 INDEX OF EXHIBITS</p> <p>9 Plaintiff's Deposition Exhibit No.:</p> <p>10 Exhibit 1 - Notice of Deposition 7</p> <p>11 Exhibit 2 - Investigator Report of 3/10/22 38</p> <p>12 Exhibit 3 - Investigator Report of 3/22/22 25</p> <p>13 Exhibit 4 - Davin Terrell Personnel Records 14</p> <p>14 Exhibit 5 - Incident Report Form 32</p> <p>15 Exhibit 6 - Interrogatories 43</p> <p>16</p> <p>17 Defendant's Deposition Exhibit No.:</p> <p>18 Exhibit D1 - Site Plan for Silver Oak 50</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 3</p> <p>1 MR. ALBERTSON: Yes.</p> <p>2 Q Mr. Bretz, have you ever given a deposition</p> <p>3 before?</p> <p>4 A I have not.</p> <p>5 Q I'd just ask you to answer yes or no to any</p> <p>6 yes-or-no-type question, and then take as much</p> <p>7 time as you need to expand on that answer. I</p> <p>8 won't interrupt you.</p> <p>9 If you need to take a break for any reason,</p> <p>10 the only ground rule is you do have to answer</p> <p>11 the last question asked, and then we'll take as</p> <p>12 much time or as little time as you might need.</p> <p>13 I have worked pretty efficiently in these</p> <p>14 depositions, so I can't imagine you'll need too</p> <p>15 many breaks, but if you do, we're here to</p> <p>16 accommodate, and we have plenty of time today</p> <p>17 to work through anything.</p> <p>18 I do hear some background noise, so I'm</p> <p>19 going to do my best to be as loud as I can to</p> <p>20 speak up over it, and if you ever need me to ask</p> <p>21 a better question or clarify something, please</p> <p>22 feel free to do that. We all ask plenty of</p> <p>23 questions that we could phrase better. Having</p> <p>24 dispensed with all that, I can just jump right</p> <p>25 in.</p>

<p>1 Do you have a middle name?</p> <p>2 A Lamar.</p> <p>3 Q Could you spell that, please.</p> <p>4 A L-A-M-A-R.</p> <p>5 Q What's your home address?</p> <p>6 A 14763 Legacy Oaks Drive.</p> <p>7 Q Is that here in Indianapolis?</p> <p>8 A It's in Carmel, Indiana.</p> <p>9 Q Do you have a work phone number separate from 10 your personal phone number?</p> <p>11 A I do not.</p> <p>12 Q What's your cell phone number?</p> <p>13 A (317)607-6832.</p> <p>14 Q I think that might have an extra number in it.</p> <p>15 A I can repeat. (317)607-6832.</p> <p>16 MR. ZDRILICH: My apologies. Let's go off 17 the record.</p> <p>18 (Off-the-record discussion.)</p> <p>19 Q Do you work for TWG Management?</p> <p>20 A I do.</p> <p>21 Q What is your job title?</p> <p>22 A Chief people officer and president of property 23 management.</p> <p>24 Q President of property management?</p> <p>25 A Yes.</p>	Page 6	<p>1 Q For instance, with the Silver Oak property where 2 the events giving rise to this action occurred, 3 who owns that property?</p> <p>4 A TWG Development and the other members of the LP 5 are the owners.</p> <p>6 Q But TWG Management is responsible for 7 administering or managing the property?</p> <p>8 A That's correct.</p> <p>9 Q Do you receive pay from TWG or from any other 10 entity?</p> <p>11 A Only from TWG.</p> <p>12 Q How long have you been in the role of president 13 of property management?</p> <p>14 A Since October of 2023.</p> <p>15 Q As of the date of this deposition, and we're 16 here in Indianapolis today, how many units does 17 TWG Management have under management?</p> <p>18 A It's over 5500. I don't have the exact number.</p> <p>19 Q In what states do you all operate?</p> <p>20 A Would you like me to list them?</p> <p>21 Q Yes.</p> <p>22 A We operate in Indiana, Iowa, Ohio, Illinois, 23 Michigan, Georgia, Tennessee, Colorado, 24 Oklahoma, Utah, Wisconsin. I believe I have 25 identified them all.</p>	Page 8
<p>1 Q How long have you been with TWG?</p> <p>2 A 11 years.</p> <p>3 (Plaintiff's Deposition Exhibit 1 was 4 marked for identification.)</p> <p>5 Q I've put in front of you what I have marked as 6 Exhibit 1. It is a copy of the deposition 7 notice for today's deposition. Have you 8 received a copy of this in advance of today's 9 deposition?</p> <p>10 A Yes.</p> <p>11 Q You understand that you're here in your capacity 12 today on behalf of the corporation and not in 13 your individual capacity?</p> <p>14 A Yes.</p> <p>15 Q Are you the person most familiar with or with 16 the most knowledge of practices set forth in 17 this deposition notice?</p> <p>18 A Yes.</p> <p>19 Q What is the relationship between TWG Management 20 and TWG Development? I know we've substituted 21 in a party in this case. But what is the 22 relationship between the two companies?</p> <p>23 A TWG Management is the property management entity 24 for TWG Development, which is the development 25 arm of the company.</p>	Page 7	<p>1 Q If you think of something else later, let me 2 know, but that sounds pretty exhaustive.</p> <p>3 How many complexes are under management?</p> <p>4 A It's roughly over 60 communities managed.</p> <p>5 Q And Silver Oak Apartments is the one apartment 6 complex in Clarkston, DeKalb County, Georgia 7 where this incident occurred, that's one of 8 those 60?</p> <p>9 A That's correct.</p> <p>10 Q Is it still under management?</p> <p>11 A Yes.</p> <p>12 Q These events occurred over two years ago. 13 What would you say your job duties include 14 at TWG?</p> <p>15 A They are many and exhaustive. I oversee and 16 provide strategic oversight for all of our 17 policies, development, site team and personnel 18 management, anything related to lease-up and 19 stabilization strategies.</p> <p>20 Q You say site team personnel management. Does 21 that include the hiring of persons in those site 22 teams?</p> <p>23 A Indirectly. So I oversee the directors who 24 oversee the regional managers who oversee the 25 property managers.</p>	Page 9

<p style="text-align: right;">Page 10</p> <p>1 Q You oversee directors who oversee regional 2 managers who oversee the property managers?</p> <p>3 A That's correct.</p> <p>4 Q At the time this incident occurred in late 5 January of 2022, can you identify who the 6 regional manager was for the region where the 7 Silver Oak property is located?</p> <p>8 A That would have been the acting president of 9 that time, which is Chasity Sadowy.</p> <p>10 Q Can you spell that?</p> <p>11 A First name is C-H-A-S-I-T-Y, last name 12 S-A-D-O-W-Y. She was the acting regional. 13 There was not a regional manager at that time.</p> <p>14 Q Do you know who the property manager was for 15 Silver Oak on January 31st, 2022?</p> <p>16 A I believe it was Aushiana Robinson.</p> <p>17 Q Can you spell that name?</p> <p>18 A A-U-S-H-I-A-N-A, R-O-B-I-N-S-O-N.</p> <p>19 Q She would have been the manager at Silver Oak. 20 Is she still the manager at Silver Oak?</p> <p>21 A She is not.</p> <p>22 Q When did she leave TWG?</p> <p>23 A I do not have the exact dates of separation, but 24 it was in 2023. I believe it was October of 25 2023. I can get that information.</p>	<p style="text-align: right;">Page 12</p> <p>1 A Yes.</p> <p>2 Q How about incident reports?</p> <p>3 A Yes.</p> <p>4 Q And you have some of those incident reports with 5 you today related to this incident?</p> <p>6 A Yes.</p> <p>7 Q How about policies and procedures dealing with 8 pets at the premises?</p> <p>9 A Yes.</p> <p>10 Q Does TWG have a pet policy?</p> <p>11 A We do.</p> <p>12 Q Do you have a copy of that pet policy with you 13 today?</p> <p>14 A I believe it's reflected in the lease.</p> <p>15 Q Are you the person designated to speak with 16 regard to any reports, statements, informal 17 complaints or formal complaints regarding any 18 dog bites on the premises from January 31st, 19 2021, a year before this incident?</p> <p>20 A Yes.</p> <p>21 Q How about policies at Silver Oak Apartments 22 regarding obtaining or rendering aid and care, 23 including medical treatment, to anyone injured 24 by dog bites at the premises?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q Do you know if she was terminated or if she left 2 on her own?</p> <p>3 A She left on her own accord.</p> <p>4 Q She left for a different job opportunity or 5 something?</p> <p>6 A She did not state her reasons for leaving.</p> <p>7 Q Do you know how many employees TWG had at the 8 Silver Oak property on January 31st, 2022?</p> <p>9 A I do not recall the number of staff members that 10 were on site at that date.</p> <p>11 Q Do you know how many units there are at the 12 Silver Oak property?</p> <p>13 A 488, I believe.</p> <p>14 Q Are you the person at TWG designated to speak on 15 behalf of TWG with regard to hiring and 16 screening of employees at the Silver Oak 17 complex?</p> <p>18 A Yes.</p> <p>19 Q How about employee supervision at the Silver Oak 20 complex?</p> <p>21 A Yes.</p> <p>22 Q Are you the person designated to speak with 23 regard to implementation of policies and 24 procedures involving video cameras or video 25 recordings at the Silver Oak complex?</p>	<p style="text-align: right;">Page 13</p> <p>1 Q How about policies keeping the premises safe and 2 hazard free to residents or visitors?</p> <p>3 A Yes.</p> <p>4 Q Do you have any records associated with the 5 hiring or firing of Davin R. Terrell?</p> <p>6 A Yes.</p> <p>7 Q Was Mr. Terrell an employee of TWG?</p> <p>8 A He was at one point, yes.</p> <p>9 Q What were his dates of employment, if you have 10 them? And again, I don't have these records 11 yet, but if you want us to refer to the record, 12 we can do that and we'll just mark it as an 13 exhibit.</p> <p>14 MR. ALBERTSON: For recordkeeping purposes, 15 I'm giving to plaintiff's counsel what is 16 identified in our initial disclosures, which is 17 the termination notice for Mr. Terrell, final 18 account statement, his job offer acceptance, and 19 then his original lease agreement and 20 application at Silver Oak.</p> <p>21 MR. ZDRILICH: And this might clarify some 22 of my questions and streamline things just a bit 23 to have these, so thank you.</p> <p>24 MR. ALBERTSON: They are separated there, 25 Joe.</p>

Armistead, Jennifer Vs. TWG Management, LLC

<p style="text-align: right;">Page 14</p> <p>1 (Plaintiff's Deposition Exhibit 4 was 2 marked for identification.) 3 MR. ZDRILICH: I have premarked a few of my 4 exhibits, so I will call this collectively 5 Exhibit 4 just to kind of streamline things. 6 I'll refer to Plaintiff's Exhibit 4. We'll come 7 back to that. 8 Q Who designated you today to speak on behalf of 9 TWG? 10 A TWG ownership and general counsel. 11 Q Do you have in-house counsel? And we don't want 12 to know anything you discussed with your lawyer, 13 of course, but do you have in-house counsel? 14 A We do. 15 Q As separate from your counsel today from Swift 16 Currie? 17 A Yes. 18 Q Are you the person most knowledgeable with regard 19 to hiring and screening employees at the Silver 20 Oak complex? 21 A Yes. 22 Q How about employee supervision? 23 A Yes. 24 Q Implementation of policies and procedures 25 regarding video cameras and video recordings?</p>	<p style="text-align: right;">Page 16</p> <p>1 topics we've discussed? 2 A Yes. 3 Q Take a look here at the job offer, and I've 4 collectively marked these -- 5 MR. ZDRILICH: Are these all the documents 6 or are these just the ones related to Davin 7 Terrell? 8 MR. ALBERTSON: Can we go off the record 9 just briefly. 10 (Off-the-record discussion.) 11 Q It says here in these records that Mr. Terrell 12 was terminated on or about June 24th, 2020; is 13 that correct? 14 A That is correct. 15 Q What was his job title when he worked for the 16 TWG Silver Oak complex? 17 A Maintenance technician. 18 Q Was he in a senior role, did he supervise the 19 maintenance of the whole complex? 20 A He provided maintenance for the whole complex 21 but he was not a supervisor. 22 Q What were his job duties? 23 A His job duties included service requests as they 24 were reported by residents and/or assigned by 25 the property manager. It could include grounds</p>
<p style="text-align: right;">Page 15</p> <p>1 A Yes. 2 Q Pet policies? 3 A Yes. 4 Q Complaints or lawsuits regarding dog bites at 5 TWG's Silver Oak complex? 6 A Yes. 7 Q On that point, have there been any other 8 lawsuits arising from dog bites that occurred at 9 the Silver Oak complex in the last five years? 10 A Not that I'm aware of. 11 Q Had there been any other complaints regarding 12 the animal in question, which is an Akita dog, 13 owned by your now former employee Davin Terrell? 14 A No. 15 Q Are you the person with the most knowledge 16 regarding policies at Silver Oak involving dog 17 bites and treatment thereof of the bites that 18 occurred on site? 19 A Yes. 20 Q Of course, the records are here, so are you the 21 person with the most knowledge regarding the 22 hiring or firing of Davin Terrell? 23 A Yes. 24 Q Do you have full authority to speak today on 25 behalf of defendant TWG with regard to the</p>	<p style="text-align: right;">Page 17</p> <p>1 and preventative maintenance in and outside of 2 the units and the buildings on site. 3 Q It looks from these records, at least 4 correspondence in here, reflects a job offer to 5 Mr. Terrell on January 7th, 2019. So 6 approximately 18 months before his termination. 7 That would appear to reflect that he was 8 employed by TWG for a period of approximately 9 18 months between January 20, 2019 and it looks 10 like June of 2020. Does that sound 11 approximately correct? 12 A Yes. 13 Q And this could be a simple typo, so I'm just 14 going to reference this, in the first document, 15 the termination document, we'll call it that's 16 part of Exhibit 4, it says, "Reason for 17 Separation: Voluntary Job Abandonment," then it 18 lists the dates July 23rd and July 24th. I'm 19 going to presume from this they meant June 23rd 20 and June 24th when he was terminated, because 21 those other dates occur a month in the future. 22 It would seem to follow that that's when he was 23 terminated, June 24th, and that maybe he missed 24 a couple of days of work and that's why. 25 A Yes, that sounds that would be correct, that's a</p>

<p>1 typo.</p> <p>2 Q Do you know when this document was prepared? I 3 mean, I see the date at the top, but do you know 4 it to be a different day?</p> <p>5 A I do not know it to be a different day.</p> <p>6 Q Were there other reasons in his personnel file 7 for terminating Mr. Terrell?</p> <p>8 A Not to my knowledge.</p> <p>9 Q As part of his compensation -- I do see his 10 compensation listed here in the second document, 11 which is the job offer, it's part of Exhibit 4, 12 it says he's paid \$17 per hour on an every 13 two-week basis and that his scheduled work hours 14 are 8:00 a.m. to 5:00 p.m. It also says it 15 provides him insurance, a 401(k) plan. Was he 16 ever subsidized or given a discount for his rent 17 at the Silver Oak complex?</p> <p>18 A No, not to my knowledge.</p> <p>19 Q Do you all offer an employee discount for rent 20 if they live on site?</p> <p>21 A No.</p> <p>22 Q Did you know him to live on site at the 23 premises?</p> <p>24 A I did know that he was a resident.</p> <p>25 Q Did you know that he was a resident at the time</p>	<p>Page 18</p> <p>1 Q So you said that he abandoned the residence in 2 June of 2020?</p> <p>3 A Yes.</p> <p>4 Q But he was living there in January of 2022.</p> <p>5 A No, he was not.</p> <p>6 Q Are you just not aware that he was living in the 7 site?</p> <p>8 A We don't have record that he was on site.</p> <p>9 Q So you're saying that this lease was terminated 10 early and he was not at the site. Do you know 11 who was occupying the apartment where this event 12 occurred?</p> <p>13 A Someone else occupied and a new lease was 14 initiated after he vacated his apartment.</p> <p>15 Q You are aware that my client visited with him at 16 this apartment the day that this incident 17 occurred; she was his guest in the apartment 18 and, by all appearances, he resided at that 19 apartment with the dog in question?</p> <p>20 A We do not have record that he was a leaseholder 21 at that time.</p> <p>22 Q Do you have a record of who was the leaseholder 23 in the apartment that was, per your testimony, 24 formerly occupied by Davin Terrell?</p> <p>25 A Which apartment number are you referring to?</p>
<p>1 this incident occurred?</p> <p>2 A Yes.</p> <p>3 Q Turning now to the third document that your 4 counsel has provided us today, this is the lease 5 agreement with Silver Oak Apartments, it appears 6 to be the lease agreement for Davin Terrell. 7 And it lists three other people living there; a 8 Devin Taylor, Jr., a Davin Terrell, Jr. and a 9 Denise Terrell. 10 It sets forth his rent, and it looks like 11 this lease ran through December 31st of 2021. 12 I'll ask, the incident in question occurred 13 about 30 days past the end date of this lease 14 that's been provided. Do you know if he was 15 staying on as a month-to-month tenant or if 16 there is a lease extension that's going to be in 17 here?</p> <p>18 A No, he abandoned his apartment in June of 2020, 19 and we ended the lease because he was no longer 20 present.</p> <p>21 Q June of 2020. But the events giving rise to 22 this action occurred in January of 2022.</p> <p>23 A Correct.</p> <p>24 Q In the apartment?</p> <p>25 A Yes.</p>	<p>Page 19</p> <p>1 Q It looks like 16G.</p> <p>2 A I do not have the name of the person who 3 occupied after he left, but I can certainly get 4 it.</p> <p>5 Q And we'll give you all time to supplement that, 6 that's fine.</p> <p>7 A Okay.</p> <p>8 Q The incident giving rise to this action, 9 according to the complaint, occurred in 10 Apartment 12F. Do you know who resided in 11 Apartment 12F?</p> <p>12 A I do not know the name of the person, but I can 13 get it.</p> <p>14 Q Okay. As you may know from the complaint, 15 Mr. Terrell held himself out as a resident of 16 Apartment 12F where my client was injured.</p> <p>17 A No, I do not.</p> <p>18 Q You're aware that that's in the complaint?</p> <p>19 A I'm aware that it was cited, but I do not have 20 record of that.</p> <p>21 Q But you can find out who was the official 22 occupant of Apartment 12F?</p> <p>23 A Yes.</p> <p>24 Q And again, pardon any pregnant pauses as I pour 25 over the documents that are furnished here today</p>

<p>1 so we can review them hopefully thoroughly and 2 not have to revisit too many issues in the 3 future. 4 I'm looking through here, and it appears 5 that on page 7 of his lease, it does reference 6 that, "No animals, including mammals, reptiles, 7 bird, fish, rodents and insects are allowed, 8 even temporarily, anywhere in the apartment or 9 apartment community unless we so authorize in 10 writing. If we allow an animal, you must sign a 11 separate animal addendum which may require 12 additional deposits, rents, fees or other 13 charges. You must remove an illegal animal 14 within 24 hours of notice from us or you will be 15 considered in default of the lease contract. We 16 will authorize an ADA-certified service animal. 17 We may require a written statement from a 18 qualified professional verifying the need for a 19 support animal."</p> <p>20 I'm continuing to pour over the lease 21 addenda here, but did Mr. Terrell sign such an 22 addendum with regard to a pet?</p> <p>23 A He signed the lease agreement itself stating 24 that he would need to sign an animal addendum if 25 he had a pet.</p>	<p>Page 22</p> <p>1 which means signing the animal addendum, paying 2 the pet fee and paying the pet rent. If they do 3 not comply, then within 24 hours the pet must be 4 removed. 5 Q If they do not comply within 24 hours, then -- 6 pardon the noise, a bit of an interruption, but 7 go ahead, can you repeat that. 8 A If they do not comply, the animal has to be 9 removed within 24 hours. 10 Q Do you know if written notice was ever served on 11 Mr. Terrell with regard to a pet that he had on 12 premises? And I understand again that he is not 13 on a lease at the time this incident occurred, 14 the time in question. But was notice ever 15 served on either Mr. Terrell or the resident of 16 Apartment 12F with regard to a pet on premises? 17 A No, not to my knowledge. 18 Q Are the apartments regularly inspected for the 19 presence of pets, or how do you all get wind if 20 someone has an unauthorized pet on premises? 21 A Typically it is brought to our attention either 22 because there is a complaint by a resident or it 23 is noticed during a routine service request. 24 Q And service requests are administered by 25 maintenance employees of the premises; yes?</p>
<p>1 Q Did he ever disclose that he had a pet? 2 A No. 3 Q Do you all have a handbook that you give to TWG 4 employees at the Silver Oak complex with regard 5 how to deal with pets that are in apartments in 6 violation of this standing policy, meaning that 7 they haven't disclosed the existence of the pet, 8 it's not an ADA support animal, and then you 9 find out that the tenant is in violation of this 10 term of the lease? 11 A No, we direct them to the covenants of the lease 12 that specifically tells them what they need to 13 do if an animal is brought to our attention 14 that's not documented as a pet for the 15 leaseholder. 16 Q And what steps are TWG staff, at this instance 17 the Silver Oak property, but at TWG properties 18 broadly, what are they supposed to do when they 19 find out that the tenant has a noncompliant 20 animal on premises? 21 A When it is brought to their attention, they are 22 supposed to serve the resident a notice, letting 23 them know that we are aware that there is an 24 unauthorized pet. If the resident wants the pet 25 to remain, they have to come in compliance,</p>	<p>Page 23</p> <p>Page 25</p> <p>1 A Can you repeat, please. 2 Q If someone makes a service request -- the 3 maintenance person goes on property in the 4 apartment for a service request and they see a 5 dog there, then they're supposed to report it to 6 the property manager? 7 A That's correct. 8 Q In this case, at the time this incident 9 occurred, that would have been Aushiana 10 Robinson? 11 A Aushiana. 12 Q Aushiana, I apologize. It would have been 13 Aushiana? 14 A Yes. 15 (Plaintiff's Deposition Exhibit 3 was 16 marked for identification.) 17 Q I'm going to go a little bit out of order in my 18 exhibits. I'm going to show you what I 19 marked here as Exhibit 3. I'll put this in 20 front of you. This is a statement from our 21 private investigator regarding a Rex Zaragoza. 22 MR. ALBERTSON: I apologize, could we 23 briefly go off the record and use this as an 24 opportunity to get our stuff, and I need to take 25 a quick restroom break.</p>

<p style="text-align: right;">Page 26</p> <p>1 MR. ZDRILICH: Absolutely. 2 (A recess was taken between 10:58 a.m. and 3 11:21 a.m.) 4 BY MR. ZDRILICH: 5 Q I put in front of you what I've marked as 6 Plaintiff's Exhibit 3. This is a report by one 7 of the private investigators we had at the 8 Silver Oak Apartments speaking with a Rex 9 Zaragoza. Do you know who Mr. Zaragoza was? 10 A I do. 11 Q Who was he? 12 A He was a former employee. He left as a 13 maintenance supervisor. 14 Q He was maintenance supervisor. Was that the job 15 that Mr. Terrell used to have? 16 A No. 17 Q Is that a higher-up job than Mr. Terrell used to 18 have? 19 A That's correct. 20 Q What were Mr. Zaragoza's dates of employment? 21 A I believe he was employed February 2021 to June 22 2023. 23 Q And under what circumstances did Mr. Zaragoza 24 leave TWG? 25 A I believe he left voluntarily.</p>	<p style="text-align: right;">Page 28</p> <p>1 saw something that he thought needed reporting. 2 he would have reported to Ms. Robinson; correct? 3 A Yes, that's what we advise. 4 Q Here the dog in question, Ms. Campo, the 5 investigator, shows Zaragoza a picture of the 6 Akita dog and asked Zaragoza Tuesday, March 22nd 7 of 2022, less than two months after the incident 8 had occurred, and he said that he recognized 9 that dog and that he had, "seen that dog plenty 10 of times running free." 11 Had TWG received complaints from its 12 employees about dogs roaming the premises 13 unleashed and unsupervised prior to this 14 incident? 15 A No, not that I have record of. 16 Q Have you discussed or anyone from TWG discussed 17 with Ms. Robinson the issue of dogs roaming 18 around the complex unsupervised? 19 A No, not that I'm aware of. 20 Q It says here that Zaragoza had been working for 21 the complex for approximately a year, which 22 lines up with the dates of employment that you 23 gave, because you said February of 2021 and this 24 was done in March of 2022, so he had been there 25 a little over a year at the time of this</p>
<p style="text-align: right;">Page 27</p> <p>1 Q Had he been at any point disciplined or had any 2 disciplinary action taken against Mr. Zaragoza 3 for any deficiencies in his job performance? 4 A Not to my knowledge. 5 Q Did he hold any other job titles during his 6 employment between approximately February 2021 7 and June 2023? 8 A He was a maintenance technician before he was a 9 supervisor. 10 Q I think this report reflects that he said in 11 here that he was a tech, and that's short for 12 technician? 13 A Yes. 14 Q And he went on to become the supervisor for the 15 complex, the maintenance supervisor. He still 16 answered to, is it Ms. Robinson? He still 17 answered to Ms. Robinson at that time; is that 18 correct? 19 A That's correct. 20 Q She was there until later in 2023. So the 21 entire time he worked there, he would have 22 answered to Ms. Robinson; yes? 23 A That's correct. 24 Q And if he saw something, I would assume you have 25 a see something, say something policy. So if he</p>	<p style="text-align: right;">Page 29</p> <p>1 interview; correct? 2 A That's correct. 3 Q He said that as the dog "got older, he 4 started" -- pardon the expletive here -- 5 "fucking with people and other dogs and got 6 aggressive. He's big as hell too." And that he 7 was "running free." 8 What steps would you have expected TWG 9 Management to have taken, given the situation 10 that he describes in this interview? 11 A What situation, I'm sorry? 12 Q This very large dog, and you'll hear another 13 supervisor here describe as 130 plus pounds, 14 walking around the premises unsupervised, 15 unchecked, and harassing other people and other 16 dogs. 17 A Well, if a dog is brought to our attention that 18 is unleashed and not with a person, we would do 19 our best to try to see if we can identify the 20 location, the resident or resident's guest that 21 the pet belonged to. If it we weren't able to 22 determine that, we would contact animal control. 23 Q It says here, "Before Zaragoza was management, 24 he was a 'tech,'" which we just discussed, "and 25 while he was a tech, he did tell his supervisors</p>

<p>1 about the Akita." And that's the Akita in 2 question that bit my client. 3 "The only thing that his supervisors did 4 was call animal control," he said, "because 5 that's the 'only thing they can do.' Zaragoza 6 never called animal control. Animal control was 7 called a 'couple of times,' but when they 8 finally got to the complex, the Akita would be 9 gone."</p> <p>10 Are there any records of employees from TWG 11 at the Silver Oak complex calling animal 12 control?</p> <p>13 A Not that I'm aware of.</p> <p>14 Q Are there any reports about this or other dogs 15 on premises that you have in your present 16 custody, access or control?</p> <p>17 A No.</p> <p>18 Q Do you believe that this constitutes an unsafe 19 condition at the Silver Oak premises to have 20 large unsupervised dogs roaming the premises, 21 apparently? You have the report in front of 22 you, so you can references it at any time. And 23 this is your head of maintenance discussing, 24 this isn't my witness, this is your head of 25 maintenance describing the condition.</p>	Page 30	<p>1 to try to ascertain the ownership of the Akita? 2 A No, I do not. 3 (Plaintiff's Deposition Exhibit 5 was 4 marked for identification.) 5 Q Have you investigated this incident, aside from 6 the incident report that I have in front of me 7 that we're going to mark Exhibit 5 today, has 8 TWG conducted any investigation about this 9 incident?</p> <p>10 A The only investigation I was aware of since that 11 information was brought to us after the fact was 12 asking if anyone was aware or had knowledge of a 13 dog that met that description, which I believe 14 is what Theresa Crooks did when she thought that 15 it belonged to someone who was no longer 16 employed.</p> <p>17 Q And it's your position -- and again, you said 18 you will get us a copy of the lease for the 19 apartment at issue here.</p> <p>20 A 12F?</p> <p>21 Q 12F. So we can ascertain who was living there.</p> <p>22 A Yes.</p> <p>23 Q But to your knowledge, Mr. Terrell was neither 24 the signer of a lease for that premises nor a 25 resident at that premises?</p>	Page 32
<p>1 A Yeah. I deem this as something that requires 2 attention, and based off of what we were made 3 aware of after the fact, that's something I 4 would advise that they would contact animal 5 control about.</p> <p>6 Q Are there any other steps that you would 7 recommend that they take other than call animal 8 control?</p> <p>9 A Not if we could not identify the person that the 10 animal belonged to.</p> <p>11 Q What would you describe as reasonable steps to 12 ascertain the owner of the dog if you'd see it 13 running around the premises repeatedly over the 14 course of a year?</p> <p>15 A We would canvass the area to the best of our 16 ability, see if the pet went somewhere or if a 17 resident neighbor or such would have any 18 knowledge of where it came from. It would be, 19 to a certain extent, up to what we were able to 20 find out from other people nearby, witnesses, if 21 we were able to identify it.</p> <p>22 Q Do you have any records that the complex was 23 canvassed for the whereabouts of this Akita?</p> <p>24 A I do not have records.</p> <p>25 Q Do you have any knowledge that it was canvassed</p>	Page 31	<p>1 A That's correct, we do not have knowledge that he 2 was a resident.</p> <p>3 Q You're not saying he wasn't a resident, you're 4 saying you just had no knowledge that he was a 5 resident?</p> <p>6 A Correct, he was not a lessor at that time.</p> <p>7 Q Not to hop around too much, I'll come back to 8 that Exhibit 5 in a moment.</p> <p>9 But Exhibit 3 that I have in front you, it 10 appears our investigator talked to another 11 maintenance personnel member who joined the 12 interview, "One employee asked Zaragoza, 'that 13 dog be free?' Zaragoza replied, 'Hell yeah, 14 that big mother fucker'" -- pardon again my 15 French, I'm just quoting from the report -- 16 "that's the one I be telling I will shoot that 17 MF'er sometime." I'll leave some of the other 18 expletives out of it. "He's about 130 to 140 19 pounds."</p> <p>20 Zaragoza also describes it as an 21 "intimidating dog."</p> <p>22 Of some interest in this report, he 23 mentions that, "Tenants have come up to Zaragoza 24 stating that the Akita attacked their dog and Zaragoza has seen those attacked dogs. Zaragoza</p>	Page 33

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1 has heard 'a lot' of people state that Akita has 2 bitten people and other dogs." 3 Do you have any incident reports regarding 4 any other dog bites at the premises, and we'll 5 just say from the year before this incident of 6 January 31st, 2021, to the present? 7 A No. 8 Q You would admit here that Mr. Zaragoza appears 9 to have documented other dog bites of persons on 10 premises by this dog? That's his -- it's not 11 testimony, but that's his statement? 12 A I do know that that is his statement. 13 Q Has he given a separate statement to TWG as part 14 of any investigation into these events? 15 A No, not that I'm aware of. 16 Q Has TWG any investigative report about this 17 incident? 18 A Not outside of the incident report. 19 Q Has TWG ever retained a private investigator to 20 conduct an investigation about this incident? 21 A No. 22 Q I'm going to turn now to the report here. This 23 is the incident report form, Exhibit 5. It 24 says, "Date of Incident," March 10th, 2022, 25 "when we first heard of the incident."	1 A That is my understanding. 2 Q He's the owner of the dog. 3 "He stated he did not have the dog 4 anymore." And his contact is listed here. 5 And it looks like it's signed by a T. 6 Crooks. Do you know who T. Crooks is? 7 A Theresa Crooks, yes, I do. 8 Q That's the property manager? 9 A She was a property manager in 2023. 10 Q And that's a different job than Ms. Robinson? 11 A It is a different job. At some point she was 12 promoted, she was assistant property manager, 13 and then she moved into property manager. 14 Q Do any of these employees live on premises? 15 A No. 16 Q Did Rex Zaragoza live on premises? 17 A Not to my knowledge. 18 Q Do you have personnel files for Aushiana 19 Robinson? 20 A I have access to them. 21 MR. ZDRILICH: We'll send over a separate 22 request for those, because they're not part of 23 the notice, but we'll send a separate production 24 request for that. 25 MR. ALBERTSON: We can also get you
Page 35	Page 37
1 So before when this incident occurred on 2 January 31st, you didn't know about it until our 3 investigator was on premises asking residents 4 about it; correct? 5 A That is correct. 6 Q In the summary here it states that, "A resident 7 stated a lady who appeared to be an investigator 8 was looking for someone who have may have a big 9 white dog. She said the woman was walking the 10 property asking people if they had saw the dog. 11 The investigator never came to the leasing 12 office. No large white dog is on file for any 13 resident on property. However a previous 14 employee who had a white dog and is known to 15 visit people on property was contacted to see 16 if the dog was his. It was discovered that the 17 dog did belong to Davin Terrell," and that's 18 presumably the former employee whoever wrote 19 this report is talking about here; correct? 20 A That's correct. 21 Q "He stated that the dog did belong to Davin 22 Terrell. He stated that the woman was bit by 23 the dog but she reported that it did not take 24 place on Silver Oak property." 25 And that's Davin Terrell who asserted that?	1 Zaragoza's. 2 MR. ZDRILICH: Okay, that would be great. 3 Q Is there a formal complaint process where -- 4 Mr. Zaragoza, he says he reported this dog or 5 incidents with this dog. Would he have written 6 that up, or would it just be something he comes 7 into the management office and goes, hey, 8 there's this dog I saw on premises scaring 9 people? 10 A I don't have a record of what he did, but we 11 would advise they do it in writing. 12 Q But you have no written reports based on his 13 alleged complaints? 14 A That's correct. 15 Q Or anyone's alleged complaints about this dog? 16 A That's correct. 17 Q Would other residents have made formal written 18 complaints about dog incidents, dog bites, 19 either of their person or of their dogs? 20 A I don't have record that they did. 21 Q Do you have a regular form that they would use 22 for that, like an incident report form like this 23 one? 24 A We don't publish our incident report to our residents, it's an internal tool, but we would

1 just instruct them to let us know via email or 2 through our resident portal. 3 Q So it's your testimony that no other 4 investigation took place beyond this one page? 5 A Not to my knowledge, no. 6 (Plaintiff's Deposition Exhibit 2 was 7 marked for identification.) 8 Q Do you have Exhibit 2 in front of you? 9 A Yes. 10 Q This is a statement given by an Alexia Duru, who 11 was a resident of Apartment 13E, which would 12 appear to be adjacent to Apartment 12F where 13 this incident occurred. They were a resident 14 and they knew of the Akita dog because it had 15 bitten her dog on two different occasions and 16 that it was freely roaming the property. 17 Do you have any complaints on file from 18 Ms. Duru about the Akita dog in question? I 19 know we've talked about did any other person, 20 but hopefully this might refresh your 21 recollection about it. Any complaints by Ms. 22 Duru other than complaints to our investigator 23 about this Akita roaming the property and biting 24 her dog on two occasions? 25 A No, nothing more.	Page 38 1 A Yes. 2 Q So this decision came from corporate, but 3 presumably at the request of someone in the 4 Silver Oak office? 5 A That is correct. 6 Q Do you know who in the Silver Oak office 7 complained of Mr. Terrell to fire him? 8 A I do not know who initiated that termination 9 request to HR. 10 Q There hadn't been any events preceding this 11 firing other than the missing the two days of 12 work? 13 A Not to my knowledge. 14 Q Do you all conduct background checks on your 15 hires? 16 A We do. 17 Q Have you conducted a background check of 18 Mr. Zaragoza? 19 A All employees, yes. 20 Q You presumably will produce that copy with 21 Mr. Zaragoza's file; correct? 22 A Yeah, we can provide that. 23 Q Presumably you have a background check of Davin 24 Terrell? 25 A Yes.
Page 39 1 Q You've testified about this, but you said that 2 there's no documented pet policy outside of what 3 you reference in the lease agreements with the 4 tenants? 5 A That's correct. 6 Q Presumably there are people with pets on the 7 premises, though; right? 8 A Presumably. 9 Q And they would have to disclose them to you 10 officially or they'd be in default of their 11 lease? 12 A Correct. 13 Q Do you have any other incident reports on file 14 regarding the employment of Davin Terrell? 15 A Not to my knowledge. 16 Q Other than what's in the Exhibit 4 here? 17 A No. 18 Q Who would have been the person in charge of 19 firing him? It says here Holly MacDougall. 20 A Holly MacDougall was the director of human 21 resources, so she would be a part of the 22 administration of the firing, but she herself 23 would not start a recommendation. Typically it 24 would come from a supervisor. 25 Q And Ms. MacDougall is here in Indianapolis?	Page 41 1 Q And you'll produce a copy of that as well? 2 A Yes. 3 Q Do you have forwarding addresses for Aushiana 4 Robinson? 5 A I'm not sure. I certainly can check. 6 Q Do you have a forwarding address for Theresa 7 Crooks? 8 A I'm not sure but I can check. 9 MR. ALBERTSON: Just quickly, Joe, those 10 are identified in our initial disclosures. 11 MR. ZDRILICH: For the addresses? Thank 12 you. 13 MR. ALBERTSON: Yes. I think Robinson is 14 in there, but I know Crooks is. 15 Q Do you have any incidents involving 911 calls or 16 CAD reports from the Silver Oak premises for the 17 one-year period before this incident? 18 A I do not have them, but I'm pretty sure they can 19 be produced. 20 Q Have there been any incident reports of violent 21 crime on premises from January 31st, 2021 to the 22 present? 23 A Yes. 24 Q Do you have copies of those that you can 25 produce?

<p style="text-align: right;">Page 42</p> <p>1 A I believe so.</p> <p>2 Q Of course, other than discussing specifics of 3 what you've told your counsel in preparation for 4 today's deposition, did anyone help you prepare 5 for your testimony? We don't want to know 6 anything you discussed with your lawyer, but did 7 anyone else help you prepare for today's 8 testimony?</p> <p>9 A No.</p> <p>10 Q When did you receive the documents that we had 11 produced to us today and that we've marked as 12 Exhibits 4 and 5, when did you receive those 13 documents in preparation for today's deposition?</p> <p>14 A What exhibit are you identifying as 4 and 5?</p> <p>15 Q I've called them 4 and 5. These are the 16 personnel records for Davin Terrell and the 17 incident report is Exhibit 5.</p> <p>18 A I do not know the date that they were produced 19 to me.</p> <p>20 Q You're aware this action was removed by your 21 counsel to the Northern District Federal Court 22 in Georgia?</p> <p>23 A I don't understand.</p> <p>24 Q Where this is pending in U.S. District Court, 25 it's in Federal Court.</p>	<p style="text-align: right;">Page 44</p> <p>1 we've discussed and I referenced as Exhibits 4 2 and 5, where were they kept? Were they kept in 3 the hard drive or iCloud, a cloud-based 4 software?</p> <p>5 A Which specific exhibits are you referring to?</p> <p>6 Q Exhibits 4 and 5. Those are the Davin Terrell 7 personnel records to date that you've produced 8 as of today and then the incident report, that 9 one-page report we have.</p> <p>10 A Our employee files are in Paylocity, which is 11 our human resources platform, HRIS.</p> <p>12 Q Did you say Paylocity?</p> <p>13 A That's correct.</p> <p>14 Q P-A-Y-L-O-S-I-T-Y?</p> <p>15 A P-A-Y-L-O-C-I-T-Y.</p> <p>16 Q Is that also where the background checks would 17 be on the various employees we've discussed?</p> <p>18 A That's correct.</p> <p>19 Q Who do you conduct those through? Do you use 20 HireRight?</p> <p>21 A We've used different background check companies. 22 I believe most recently we use Checkr, but I 23 can't speak to what was used at the time of hire 24 for the individuals in question.</p> <p>25 Q Does TWG have a policy to not hire individuals</p>
<p style="text-align: right;">Page 43</p> <p>1 A I'm not aware.</p> <p>2 Q Okay. But before that it was pending in the 3 State Court of Gwinnett County. And we 4 submitted some discovery requests in that matter 5 and, Austin, tell me if I'm wrong, but I don't 6 think we have responses to those. And I'll ask 7 some follow-up questions, but those were first 8 issued in June of 2023.</p> <p>9 MR. ALBERTSON: Correct.</p> <p>10 Q And we don't have any responses on file. 11 Do you intend to answer the discovery 12 request from State Court or, to your knowledge, 13 will your counsel insist on us refiling them in 14 the District Court? And we will if we have to. 15 But you've had these now for over a year, so I'm 16 just wondering if you've composed answers to 17 them yet? And I'll put them in front of you and 18 I'll mark them as Exhibit 6. 19 (Plaintiff's Deposition Exhibit 6 was 20 marked for identification.)</p> <p>21 MR. ALBERTSON: That's a question for us, 22 we can answer the State questions. We'll answer 23 those.</p> <p>24 MR. ZDRILICH: Very good.</p> <p>25 Q Besides the documents you've produced today that</p>	<p style="text-align: right;">Page 45</p> <p>1 who have been convicted of a felony?</p> <p>2 A We have a screening model that checks different 3 crimes, as well as severity. Felonies in and of 4 themselves are not disqualifiers, but it is 5 somewhat dependent.</p> <p>6 Q How about drug-related crimes, are they 7 disqualifiers?</p> <p>8 A Not in and of themselves, no. It depends upon 9 severity, as well as dates.</p> <p>10 Q How about drug charges with intent to 11 distribute?</p> <p>12 A I do not know specifically as it relates to that 13 one.</p> <p>14 Q Who would know specifically?</p> <p>15 A I can get access to them, I just don't know off 16 the top of my head.</p> <p>17 Q And you can supplement today's production and 18 you can find out what are or are not no hire 19 offenses for TWG?</p> <p>20 A Sure.</p> <p>21 Q Very good. 22 As part of preparation for today's 23 deposition and investigation into this matter, 24 have any employees at the Silver Oak property 25 given statements to any insurance adjuster?</p>

<p style="text-align: right;">Page 46</p> <p>1 A I am not sure.</p> <p>2 Q Do you know if they've given statements -- of 3 course, I don't want to know the content of 4 those statements, that content is work product.</p> <p>5 But do you know if they have given any 6 statements to your in-house counsel that you 7 referenced at the beginning of the deposition?</p> <p>8 A I'm unsure. I know that he spoke to whomever 9 was available as to what happened.</p> <p>10 Q Do you believe that defendant, TWG, has a duty 11 to address reports of problems with pets at the 12 complex?</p> <p>13 A How do you define "problem"?</p> <p>14 Q Reports of bites, either of other tenants' 15 animals or of persons.</p> <p>16 A Yes, if we are made aware of harm to a person or 17 property, yes.</p> <p>18 Q Why is that important?</p> <p>19 A Because we want to be stewards of the property 20 and the community and the residents that we 21 serve.</p> <p>22 Q You stated that you do run background checks on 23 your employees. Do you believe you have a duty 24 to run those background checks?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 48</p> <p>1 A Generally our maintenance technicians have 2 access to common areas, so janitorial closets, 3 amenities, laundry rooms, things of that nature, 4 but not access to any keys.</p> <p>5 Q So there would be a report or something they 6 would have to fill out to get access to one of 7 those keys, like a check-in, check-out process?</p> <p>8 A This property has a key tracking system, I 9 believe it's called HandyTrac. They have to 10 gain access to the keys themselves.</p> <p>11 Q Do you have access to that key tracking system 12 here today?</p> <p>13 A I do not.</p> <p>14 Q What's the name of that key tracking system?</p> <p>15 A I believe it is called HandyTrac.</p> <p>16 Q That would presumably document when maintenance 17 officials for safety reasons would document when 18 maintenance staff, maintenance techs would have 19 access to individuals' apartments?</p> <p>20 A That's what it's supposed to, yes.</p> <p>21 Q Have you ever had complaints on premises since 22 the year preceding this incident, we'll just 23 call that January 31st, 2021, of any maintenance 24 tech or complex employee entering any apartment 25 in an unauthorized manner?</p>
<p style="text-align: right;">Page 47</p> <p>1 Q Why?</p> <p>2 A Because we want to understand the people who 3 have the ability to enter residents' homes.</p> <p>4 Q Do people like in Mr. Terrell's position, he was 5 obviously maintenance tech on premises at one 6 point or another, do they have access to 7 individual apartments without the residents 8 being present at the same time?</p> <p>9 A We have keys available in our leasing office to 10 allow us access to an apartment, is that what 11 you're asking?</p> <p>12 Q Partly. 13 Does that mean that they have to ask the 14 leasing office for those keys if they need to 15 enter an apartment for a particular reason or a 16 complaint?</p> <p>17 A Yes.</p> <p>18 Q They don't just carry around a key chain with a 19 key to, say, 12F? Mr. Zaragoza wouldn't have a 20 key chain and say I want to go in 12F and check 21 out the complaint. He'd have to go to the 22 leasing office first?</p> <p>23 A That's correct.</p> <p>24 Q What, for instance on Mr. Zaragoza's key chain, 25 what areas would he have access to?</p>	<p style="text-align: right;">Page 49</p> <p>1 A No, not to my knowledge.</p> <p>2 Q Outside of your earlier testimony about calling 3 animal control if you see any unauthorized or 4 unclaimed dogs on premises roaming the complex, 5 does TWG have any other written policies or 6 procedures promulgated for dealing with 7 unclaimed dogs or unauthorized pets on premises?</p> <p>8 A No, no other process.</p> <p>9 Q Are employees given a manual that they have to 10 sign off on when they are on-boarded with TWG?</p> <p>11 And I should be more specific. Employees at the 12 Silver Oak complex. I'm not talking about the 13 company in general here at corporate. But for 14 the complex, are they given a manual or some 15 kind of booklet?</p> <p>16 A There is a handbook that's available on site, 17 but I'm not sure if they require a document of 18 said handbook.</p> <p>19 Q Do they have to sign anything to acknowledge 20 that they've received a copy of the handbook or 21 that they've reviewed the handbook or accept the 22 policies in the handbook?</p> <p>23 A I do not know if they were asked to do 24 acknowledgement of receipt.</p> <p>25 Q Do you have a copy of the handbook here on</p>

<p>1 premises?</p> <p>2 A I can get you one.</p> <p>3 Q You can get us a copy of the handbook?</p> <p>4 A Yes.</p> <p>5 Q And is that a handbook for Silver Oak or for TWG</p> <p>6 properties in general?</p> <p>7 A It would be for TWG properties in general.</p> <p>8 MR. ZDRILICH: We'd ask that you produce</p> <p>9 that at the earliest available date.</p> <p>10 Presumably, all these within the next 30 days.</p> <p>11 MR. ALBERTSON: Yes.</p> <p>12 MR. ZDRILICH: We have discovery coming up</p> <p>13 toward the end of discovery, November 15, I</p> <p>14 believe.</p> <p>15 MR. ALBERTSON: Yes, we'll have a formal</p> <p>16 response to those.</p> <p>17 MR. ZDRILICH: I feel comfortable I've</p> <p>18 covered all the ground I need to cover today, so</p> <p>19 I have no other questions.</p> <p>20 MR. ALBERTSON: Can we go off the record</p> <p>21 for a couple minutes.</p> <p>22 (Off-the-record discussion.)</p> <p>23 MR. ALBERTSON: I just have a couple</p> <p>24 questions and I'll be ready to roll.</p> <p>25 (Defendant's Deposition Exhibit 1 was</p>	<p>Page 50</p> <p>1 about 12F. How does the apartment numbering</p> <p>2 work at TWG? So 12F, what does that correspond</p> <p>3 to?</p> <p>4 A 12 is the building number, and F is the unit</p> <p>5 identifier.</p> <p>6 Q Okay. So could you circle and initial next to</p> <p>7 Building 12?</p> <p>8 A Sure. (Witness complied.)</p> <p>9 Q And we talked about this a little earlier,</p> <p>10 that's the building that's been identified as</p> <p>11 where Terrell was or living, according to</p> <p>12 plaintiff, on the date of the bite; right?</p> <p>13 A Yeah, that's the unit.</p> <p>14 Q Was what alleged to be where Terrell was living?</p> <p>15 A Yes.</p> <p>16 Q I'll represent to you that plaintiff was deposed</p> <p>17 in this case and identified, it's been circled</p> <p>18 here, Building No. 3. Do you see Building</p> <p>19 No. 3?</p> <p>20 A I do see Building No. 3.</p> <p>21 Q Is where she identified in her deposition as</p> <p>22 where she believed the bite took place.</p> <p>23 So can you find and circle and initial next</p> <p>24 to where the leasing office is?</p> <p>25 A The leasing office is in this location.</p>
<p>1 marked for identification.)</p> <p>2 CROSS-EXAMINATION,</p> <p>3 QUESTIONS BY AUSTIN L. ALBERTSON:</p> <p>4 Q Mr. Bretz, I'm Austin Albertson, I'm your</p> <p>5 counsel on behalf of TWG. I just have a couple</p> <p>6 questions for you, and then we'll be ready to</p> <p>7 get out of here.</p> <p>8 I'm going to show you what I'm going to</p> <p>9 mark as Defense Exhibit 1. Do you recognize</p> <p>10 what this is?</p> <p>11 A This is a site plan for Silver Oak.</p> <p>12 Q When did TWG take over at Silver Oak?</p> <p>13 A I believe the acquisition was in 2019.</p> <p>14 Q Have there been any changes to the site since</p> <p>15 TWG bought the property?</p> <p>16 A It was an acquisition rehab, so yes, we went in</p> <p>17 and rehabbed the units, the leasing office and I</p> <p>18 believe some of the amenities.</p> <p>19 Q Has that involved moving any of the buildings as</p> <p>20 where they presently sit?</p> <p>21 A No.</p> <p>22 Q Just interior changes?</p> <p>23 A Yes.</p> <p>24 Q So what I've put in front of you is a site map</p> <p>25 of Silver Oak. We've been talking a little bit</p>	<p>Page 51</p> <p>1 Q Has the leasing office ever moved as long as TWG</p> <p>2 has owned the property?</p> <p>3 A No, it has not.</p> <p>4 Q What time generally is the leasing office open</p> <p>5 and then closes at?</p> <p>6 A 8:30 to 5:30. And maybe it's possible that</p> <p>7 someone was doing some admin work and they'd</p> <p>8 leave as late as 6:00.</p> <p>9 Q And that hasn't changed the entire time TWG has</p> <p>10 owned the property?</p> <p>11 A Not to my knowledge.</p> <p>12 Q Are any of the other buildings listed here on</p> <p>13 this map for employees of TWG? Like where they</p> <p>14 would work out of?</p> <p>15 A The maintenance shop is back here.</p> <p>16 Q Can you label that maintenance shop whatever</p> <p>17 you're about to identify?</p> <p>18 A (Witness complies.)</p> <p>19 Q So are there any other buildings on site, other</p> <p>20 than the leasing office and the maintenance shop</p> <p>21 you identified, where would be based out of or</p> <p>22 work out of if they weren't responding to an</p> <p>23 issue of a specific unit?</p> <p>24 A No.</p> <p>25 MR. ALBERTSON: That's all I have. That's</p>

	Page 54	Page 56
1 it.		1 I do further certify that I am a disinterested
2 MR. ZDRILICH: I'll order a copy.		2 person in this cause of action, that I am not a
3 MR. ALBERTSON: We'll take an E-Tran.		3 relative or attorney of either party or otherwise
4 Signature. Basically, you have a right to		4 interested in the event of this action, and that I
5 review the transcript. You can't make material		5 am not in the employ of the attorneys for any
6 changes to it, but if there's like a spelling		6 party.
7 mistake or something stylistic that could be an		7 IN WITNESS WHEREOF, I have hereunto set my
8 error, you have the right to look over within		8 hand and affixed my notarial seal on this 23rd day
9 30 days and make any changes. It's totally your		9 of September 2024.
10 right to do that, but you can waive that right		10
11 to signature. It's whatever you would like to		11 <i>Craig Williams</i>
12 do.		12 NOTARY PUBLIC
13 THE WITNESS: Do I need to decide today?		13
14 MR. ALBERTSON: Normally we decide today.		14 My Commission Expires:
15 Or if you want to take a look at, it -- you want		15 January 11, 2032
16 to see it? All right, then, we won't waive		16 County of Residence:
17 signature.		17 Marion County
18 (Time noted: 12:23 p.m.)		18
19		19
20 AND FURTHER DEPONENT SAITH NOT.		20
21		21
22		22
23		23
24		24
25		25
	Page 55	Page 57
1 STATE OF INDIANA)		1 Kendrel Bretz
2) SS:		2
2 COUNTY OF MARION)		3 September 23, 2024
3		4 RE: Armistead, Jennifer v. TWG Management, LLC
4 I, Craig Williams, RPR, CMRS, a Notary Public		5 9/17/2024, 30(b)(6) Kendrel Bretz (#6912190)
5 in and for the County of Marion, State of Indiana,		6 The above-referenced transcript is available for
6 at large, do hereby certify that KENDREL BRETZ, the		7 review.
7 deponent herein, was by me first duly sworn to tell		8 Within the applicable timeframe, the witness should
8 the truth, the whole truth, and nothing but the		9 read the testimony to verify its accuracy. If there are
9 truth in the aforementioned matter;		10 any changes, the witness should note those with the
10 That the foregoing 30(b)(6) deposition of		11 reason, on the attached Errata Sheet.
11 Kendrel Bretz, on behalf of TWG Management, LLC,		12 The witness should sign the Acknowledgment of
12 was taken on behalf of the Plaintiff, at the		13 Deponent and Errata and return to the deposing attorney.
13 offices of TWG Management, LLC, 1301 East		14 Copies should be sent to all counsel, and to Veritext at
14 Washington Street, Suite 100, Indianapolis, Marion		15 litsup-ga@veritext.com
15 County, Indiana, on the 17th day of September 2024,		16 Return completed errata within 30 days from
16 scheduled to start at 10:00 a.m. EST, pursuant to		17 receipt of testimony.
17 the Federal Rules of Civil Procedure;		18 If the witness fails to do so within the time
18 That said deposition was taken down in		19 allotted, the transcript may be used as if signed.
19 stenograph notes and translated into an English		20
20 transcript under my direction, and that said		21
21 transcript is a true record of the testimony given		22 Yours,
22 by the said deponent; and that signature was		23 Veritext Legal Solutions
23 requested by the deponent and all parties present;		24
24 That the parties were represented by their		25
25 counsel as aforementioned.		

16 (Pages 58 - 59)

[& - 7th]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days

after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate.

The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES

ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1,

2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES

OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

Exhibit

D



INCIDENT REPORT FORM

Property: Silver OakName(s): Davin TerrellAddress: 1281 Brockett Rd Clarkston, Ga 30021Date of incident: 3/10/2022 - when we first heard of the incidentTime (approximately): 4pm.Involved Parties: (check which applies) Resident Employee Other: Not a residentWere the police called? Yes No Unknown

Case Number: _____

Does the incident require physician/hospital visit? Yes No

Name of physician/hospital: _____

Summary: A resident stated a lady who appeared to be an investigator was looking for someone who may have a big white dog. She said the woman was walking the property asking people if they had saw the dog. The investigator never came to the leasing office. No large white dog is on file for any resident on property. However a previous employee who had a white dog and is known to visit people on property was contacted to see if the dog was his. It was discovered that

Reported by: T. CROOKS

Title: Property Manager
 the dog did belong to Davin Terrell. He stated that the woman was bit by the dog but she reported that it did not take place on Silver Oak property. He stated he did not have the dog anymore.



10/04/18

Incident Report

1/1



His contact is (678)521-3039.